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DELAWARE STATE HOUSING AUTHORITY
REQUEST FOR PROPOSALS
SMALL CONSTRUCTION CONTRACTOR SERVICES

Prepared by: Jim Bishop

Issue Date: 10/5/2023

Delaware State Housing Authority

18 The Green

Dover, DE 19901

Phone: (302) 739-4263

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Request for Proposals Small Construction Contractor Services

The Delaware State Housing Authority (DSHA) is accepting proposals to provide Plumbing and Heating, Ventilation and Air Conditioning (HVAC) Services.

The Request for Proposals (RFP) is available on DSHA's website at www.destatehousing.com and the State of Delaware Bid Solicitation Directory at www.bids.delaware.gov. **The deadline for proposals is Thursday, November 16, 2023, at 2:00 p.m. EST.**

Proposals will be evaluated based on approach to and understanding of scope of services, capacity to perform work, experience & reputation, and cost. The selection of a proposal will be made on or about November 30, 2023.

All qualified persons, firms and proposers will receive consideration without regard to race, color, religious creed, ancestry, national origin, age, disability or sex. Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Veteran-Owned Business Enterprises are encouraged to apply. Equal Opportunity Employer/Equal Housing Opportunity. <https://gss.omb.delaware.gov/osd/>.

If you have any questions, please contact Jim Bishop at (302) 739-4263 or via e-mail at Jim@destatehousing.com.

Delaware State Housing Authority

Telephone (302) 739-4263

Equal Opportunity Employer

Equal Housing Opportunity



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Delaware State Housing Authority (DSHA)
Request for Proposal (RFP) Small Construction Contractor Services

SECTION I

DSHA wishes to enter into a contract(s) with a contractor(s) who can provide Plumbing and Heating Ventilation & Air Conditioning (HVAC) Contractor Services as described herein. It is the goal of this RFP to identify qualified Small Construction contractor(s) and execute a contract(s) to implement these services.

A contract(s) will be awarded for a three (3) year period starting December 1, 2023 through November 30, 2026. The contract(s) may be renewed for two (2) additional one-year periods under the same terms and conditions unless mutually agreed upon.

Bids will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract.

<https://business.delaware.gov/osd/>.

The specifications contained in this RFP shall be considered as clear and complete unless written attention is called to any apparent discrepancy or omission thereof before opening of proposals.

The proposer shall be responsible for all costs of preparing responses to this RFP and to submit the proposal in accordance with the proposal instructions. There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The proposal quotation shall be executed completely and correctly in order for the proposal to be considered.

Proposals are due Thursday, November 16, 2023 at 2:00 p.m. local time and shall be valid for a period of ninety (90) days.

Proposals shall be submitted in duplicate in an opaque, sealed envelope with the following endorsement typed or printed in the lower left corner: "Sealed Proposal"; "Proposal(s) for DSHA Small Construction Contractor Services," and submitted to the Delaware State Housing Authority, 18 The Green, Dover, DE 19901, Attn: Jim Bishop. Proposals shall be opened publically at 2:00 p.m. local time on Thursday, November 16, 2023 at this location. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the qualifications of the bidder. Only the name of the proposer shall be read publically at this time, as the proposals will be evaluated privately. **Proposals will not be accepted after 2:00 p.m. local time on the due date.**

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The Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. The submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

SECTION II

Applicability of Davis-Bacon Act Prevailing Wage Rates: The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the United States Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and /or repair, including painting and decorating, of public buildings or public works. Payroll verification forms must be submitted in accordance to Davis-Bacon Act guidelines.

NOTE: For the purposes of this proposal Residential, Building or Highway rates may apply based on the type of service provided or the location at which the services are provided. Current rates can be sourced at <http://www.sam.gov/>

Applicability of Federal Maintenance Wage Rates: All maintenance projects or contracts as DSHA public housing sites which are greater than \$2,000, are subject to prevailing wage rates as determined or adopted by U.S. Department of Housing and Urban Development (HUD). All maintenance laborers and mechanics employed under contracts within this threshold, must be paid no less than the determined prevailing wage. Payroll verification forms must be submitted upon request.

NOTE: The current rates of pay which must be paid to employees employed in providing the proposed contract services is a wage no less than \$11.75 for a Plumber; \$11.75 for a HVAC Installer; and \$11.75 for a General Laborer. These rates are subject to change as determined by HUD. Contractors will be advised of any change to this rate, and will be required to pay the prevailing wage rate throughout the entirety of the contract. Failure to do so may result in termination for cause.

Applicability of HUD Section 3 Requirements:

The Contract(s) shall be subject to the requirements of Section 3 of the Housing Development Act of 1968, (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 25 CFR, Part 135, and any applicable rules and orders HUD issued thereunder prior to the execution of this contract.

Debarred, Suspended or Ineligible Entities

The proposer certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any Agency of Federal or State government. (No proposal received from a debarred, suspended, or ineligible contractor will qualify for award).

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NOTE: The continuation of the agreement is contingent upon funding appropriated by the United States Department of Housing and Urban Development (HUD).

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SECTION III

The Delaware State Housing Authority reserves the right to reject any and all proposals, to accept or reject any part of any proposal, or to waive informalities and minor irregularities in the proposals. Proposals which contain erasures, alterations, conditional bids, omissions, or irregularities may be rejected.

The Authority reserves the right to award a contract based solely on the proposals received, or to negotiate further with one or more proposers. The proposer selected may be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of lowest price.

The authority may request additional information or clarification from proposers during the evaluation process. The prices quoted in the proposal must be firm and not subject to change by the proposer for ninety (90) days from the date of proposal opening.

The price shall represent the total cost to DSHA including direct, indirect, and out-of-pocket costs. The prices quoted in the proposal shall remain firm for the term of the contract. The contractor agrees, if successful, to execute a contract within fourteen (14) days after Notice of Award. No contract may be assigned, either in whole or in part, without prior approval of DSHA.

The successful contractor agrees that it shall indemnify and hold harmless the DSHA from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the successful contractor, its employees and invites on or about the premises and which arise out of the successful contractors' performance or failure to perform as specified in the contract.

Neither the contractor nor DSHA shall be held liable for non-performance under the terms and conditions to the contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of the contract.

Proposers may elect to take minor exception to the terms and conditions of this Request for Proposal. DSHA shall evaluate each exception according to the intent of the terms and conditions contained herein, but DSHA must reject exceptions that do not conform to State law and/or create inequality in the treatment of proposers. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the Proposal opening.

Proposers who elect to utilize sub-contractors for the purposes of providing any services described herein must include those entities in the proposal reply section. A contractor may not assign any interest in a DSHA Contract, and shall not transfer any assignment in the same (whether by assignment or novation), without the prior written consent of DSHA.

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SECTION IV

DSHA intends to award a contract(s) to the lowest responsible and responsive proposer(s) who best meet the terms and conditions of the Request for Proposal requirements, and who serves to provide the greatest benefit by serving the needs of DSHA. Award will be made on the basis of a contractor evaluation using a 100-point scoring system based on the following criteria:

1. Proposed costs to provide services contained herein – 25 points
2. Experience / demonstrated ability to perform services requested – 25 points
3. Capacity to perform services requested herein – 25 points
4. Contractor reputation, resources, experience, assets, financial resources, years in business and references – 25 points

Proposals will be evaluated by a team of DSHA employees based upon the foregoing criteria. DSHA reserves the right to reject any and all proposals in whole or in part; to make partial awards, whichever may be most advantageous to DSHA; at DSHA's sole discretion.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed herein:

DSHA HOUSING LOCATIONS:

Burton Village - 37511 Burton Village Avenue, Rehoboth, Delaware 19971
Clarks Corner - 52 Clarks Corner, Harrington, Delaware 19952
Hickory Tree - 38083 Community Lane, Selbyville, Delaware 19975
Holly Square - 400 N. Broad Street, Middletown, Delaware 19709
Huling Cove & Annex - 1140 Savannah Road, Lewes, Delaware 19958
Lavery Lane - # 1 Lavery Lane, Bridgeville, Delaware 19933
Liberty Court - 1289 Walker Road, Dover, Delaware 19904
McLane Gardens & Annex - 32 Monrovia Avenue, Smyrna, Delaware 19977
Mifflin Meadows - 100 Mifflin Meadows Lane, Dover, Delaware 19901
Peach Circle - 327 Paul Drive, Smyrna, Delaware 19977

DSHA OPERATIONS BUILDINGS:

16, 18, 20, 22, 24 & 26 The Green – Dover, Delaware 19901
118 Bank Lane – Dover, Delaware 19901

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SECTION V

Mandatory Licensing and Insurance Requirements:

Prior to receiving an award, the successful proposer shall furnish the Delaware State Housing Authority with proof of the following:

1. State of Delaware Business License.
2. Certificate of Insurance.

As part of the agreement requirements, the contractor must obtain at its own cost and expense, and keep in force and effect during the term of this agreement, including extensions, the minimum insurance coverage and limits as specified below with a carrier satisfactory to DSHA.

Workmen's Compensation Insurance - under the laws of the State of Delaware and Employer's Liability Insurance with limits of no less than \$500,000 each accident, covering all Contractor's employees engaged in any work hereunder.

General Liability – \$1,000,000 per occurrence/ \$2,000,000 aggregate limit.

Bodily Injury Liability - All sums which the company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

- Property Damage Liability – All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property caused by an occurrence.
- Contractual Liability – Covers premises and operations, independent contractors and product liability.
- Automotive Public Liability – Covers all automotive units used in the work with limits of not less than \$1,000,000 Bodily Injury and \$1,000,000 Property Damage. This policy shall include the Owner as a certificate holder and as an additional insured.

Thirty (30) days written notice of cancellation or material change of any policies is required.

Before any work is done hereunder with all the coverages above, a Certificate of Insurance referencing DSHA as additional insured and the contract number assigned, shall be filed with DSHA. The certificate holder is as follows: Delaware State Housing Authority, 18 The Green, Dover, DE 19901, Attn: Administration.

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Registration and Licensing
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When applicable, local licensing requirements shall also be met prior to commencement of work within local jurisdictions that require separate licensing.

Mandatory Proposal Submission Requirements

1. The proposer will be responsible for filling out each form included in the proposal reply section. Signature entries enclosed in this section MUST be executed by a representative who has the legal capacity to commit the organization to a formal agreement with DSHA.
2. In order to have your proposal considered, please supply two (2) letters of reference consisting of current or previous customers for which your firm has provided Small Construction contractor services. Letters of reference are to include the name, address, telephone number, and primary contact name, as well as, a description of services provided.
3. The proposer will be required to provide proof of all mandatory licensing and insurance requirements at proposal submission.

SECTION VI

Scope of Services and Warranties:

The proposing contractor will be responsible for providing Small Construction Contractor Services for DSHA's housing sites and operational facilities. The Scope of Services shall include the supply of all labor, equipment and materials necessary to provide for Small Construction services, inclusive of repairs, alterations and/or rehabilitation.

It is the proposing contractor's responsibility to give all notices and render all services and to insure that all work and materials conform to industry standards, and applicable local, state, and federal codes and regulations. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

The proposing contractor will warrant good title to all materials, supplies, and equipment incorporated in the work and agrees to indemnify and hold harmless DSHA from and against all claims by workers and material men. In addition to any other warranties in this contract, the proposing contractor will warrant that work performed under this contract will conform to the contract requirements and will be free of any defect in equipment, material, or workmanship performed by the contractor or any subcontractor or suppliers at any tier.

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This warranty shall continue for a period of one year for all construction fields, excluding painting, from the date of final acceptance of the work.

Contractor Response Time:

The proposing contractor will be responsible providing emergency responses upon request for the restoration of essential services (HVAC, plumbing, heating). Upon any request for an emergency response, the contractor is to respond and to begin service restoration within four (4) hours of notification. Emergency services will be billed on a time and materials basis.

NOTE: Emergency services is hereby defined as services required to correct or to restore existing condition that seriously threatens the public health, welfare, or safety, or endangers property or would otherwise cause serious injury to the DSHA, its tenants, employees, and visitors.

Upon a request for minor repair work, the contractor will be required to respond within and begin repairs within seventy-two (72) hours of notification. Minor repair work is billable on a time and materials basis.

Upon a request for an installation, alteration, major repair or rehabilitation service, the Contractor is to respond by providing a written proposal within five (5) working days of the initial field verification inspection for the applicable service requested. The services will commence as soon as possible upon proposal approval and be completed within fifteen (15) days of approval, unless otherwise indicated by written agreement.

General Conditions:

- A. Using or being under the influence of alcohol or drugs is prohibited while working on DSHA grounds. Smoking is only permitted in “designated areas” on DSHA grounds.
- B. Contractor(s) agrees to and requires his employees to disclose immediately or as soon as practical any hazardous conditions that may be found during the performance of work related to the services provided herein. Reports are to be made to the appropriate site manager, or designated DSHA maintenance personnel.
- C. It will be the responsibility of the contractor to meet all safety requirements while performing any services requested herein. Contractors are expected to meet all OSHA requirements and State and Local laws during the services of this contract.

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SECTION VII

PROPOSAL REPLY SECTION – SMALL CONSTRUCTION CONTRACTOR SERVICES

- Please fill out fully and completely the following **PROPOSAL QUOTATION FORM** for the particular field of work for which you wish to apply; as well as the proposer's warranty forms, contractor information forms, and all Section 3 documentations.
- Proposals are due Thursday, November 16, 2023 at 2:00 p.m. local time and shall be valid for a period of ninety (60) days.
- Proposals shall be submitted in duplicate in an opaque, sealed envelope with the following endorsement typed or printed in the lower left corner: **"Proposal(s) for DSHA Small Construction Contractor Services"**.
- Submit proposal to the **Delaware State Housing Authority, 18 The Green, Dover, DE 19901**
Attn: Jim Bishop
- Proposals will be opened publically at 2:00 p.m. local time on Thursday, November 16, 2023 at this location. Only the name of the proposer shall be read publically at this time, as the proposals will be evaluated privately.

1. **PROPOSAL QUOTATION FORM** - 3 Pages

- a. Proposed rates shall be based on a non-prevailing wage rate structure as any service request for a prevailing rate job (in excess of \$2,000.00) would be proposed on the basis of the current published prevailing rate determination that would apply to either the scope and nature of the work requested, or the job classification of the individual performing a specific job task.

2. **PROPOSER WARRANTIES FORM** – 1 Page

3. **CONTRACTOR INFORMATION FORMS** – 3 Pages

4. **SECTION 3 FORMS AND DOCUMENTATION** - 7 Pages

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4. PROPOSAL QUOTATION FORM – Plumbing Contractor Services
YOU MUST PURCHASE THE
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To: Delaware State Housing Authority
18 The Green
Dover, Delaware 19901
Attn: Steve G. Gherke

Due Date: Thursday, November 16, 2023 at 2:00 p.m.

Project: Plumbing Contractor for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor and materials as required and called for to repair, maintain, alter, or rehabilitate DSHA facilities as requested.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed below.

Indicate with a check the housing sites or operational facilities you propose to service:

- ☐ 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901
- ☐ Burton Village, Rehoboth, Delaware 19971
- ☐ Clarks Corner, Harrington, Delaware 19952
- ☐ Hickory Tree, Selbyville, Delaware 19975
- ☐ Holly Square, Middletown, Delaware 19709
- ☐ Huling Cove & Annex, Lewes, Delaware 19958
- ☐ Laverty Lane, Bridgeville, Delaware 19933
- ☐ Liberty Court, Dover, Delaware 19904
- ☐ McLane Gardens & Annex, Smyrna, Delaware 19977
- ☐ Mifflin Meadows, Dover, Delaware 19901
- ☐ Peach Circle, Smyrna, Delaware 19977

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Proposed Rates for Services Provided (Non-Prevailing)

Labor Costs Per Hour:

Skilled Labor \$ _____ Per man hour.

Unskilled Labor \$ _____ Per man hour.

Standard work crew consists of _____ workmen at a labor rate of \$ _____ Per Hour.

Night, weekends, and Holiday rates if applicable \$ _____ Per Hour. (For
emergency responses only)

Travel or service call charge if applicable \$ _____ Per service call. (For
emergency responses only)

The maximum allowable percentage of mark-up for profit and overhead on materials is ten
percent (10%) above contractors cost.

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5. PROPOSAL QUOTATION FORM – Heating Ventilation & Air Conditioning (HVAC)
Contractor Services
YOU MUST PURCHASE THE PROPOSAL TO SUBMIT BID.

To: Delaware State Housing Authority
18 The Green
Dover, Delaware 19901
Attn: Steve G. Gherke

Due Date: Thursday, November 16, 2023 at 2:00 p.m.

Project: HVAC Contractor for DSHA Housing Sites and Operational Facilities.

The undersigned proposes to provide all labor and materials as required and called for to repair, maintain, alter, or rehabilitate DSHA facilities as requested.

Contractors are invited to submit their proposal to service as many or as few of DSHA's housing sites or operational facilities listed below.

Indicate with a check the housing sites or operational facilities you propose to service:

- ☐ 16, 18, 20, 22, 24, & 26 The Green and 118 Bank Lane, Dover, Delaware 19901
- ☐ Burton Village, Rehoboth, Delaware 19971
- ☐ Clarks Corner, Harrington, Delaware 19952
- ☐ Hickory Tree, Selbyville, Delaware 19975
- ☐ Holly Square, Middletown, Delaware 19709
- ☐ Huling Cove & Annex, Lewes, Delaware 19958
- ☐ Lavery Lane, Bridgeville, Delaware 19933
- ☐ Liberty Court, Dover, Delaware 19904
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Proposed Rates for Services Provided (Non-Prevailing)

Labor Costs Per Hour:

Skilled Labor \$ _____ Per man hour.

Unskilled Labor \$ _____ Per man hour.

Standard work crew consists of _____ workmen at a labor rate of \$ _____ Per Hour.

Night, weekends, and Holiday rates if applicable \$ _____ Per Hour. (For
emergency responses only)

Travel or service call charge if applicable \$ _____ Per service call. (For
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The maximum allowable percentage of mark-up for profit and overhead on materials is ten
percent (10%) above contractors

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~~PROFIT & OVERHEAD~~
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The maximum allowable percentage of mark up for profit and overhead on materials is ten (10) percent above the contractor's cost. The contractor will be required to identify this figure when providing proposals for specific jobs requested.

This proposal shall be valid for a period of ninety (90) days after the proposal due date.

Company Name_____

Address_____

Signed_____

Title_____

Date_____

Attest (if applicable) _____ Date _____

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DELAWARE STATE HOUSING AUTHORITY

PROPOSER WARRANTIES

- ❖ The proposer certifies that he is regularly engaged in the business of Small Construction Contractor Services.
- ❖ The proposer certifies that it has met with Housing Managers and inspected the facilities it proposes to service.
- ❖ The proposer certifies that it will provide all services as set forth in this Request for Proposal, and that it will not delegate or subcontract its responsibilities without prior written permission of the Delaware State Housing Authority.
- ❖ The proposer warrants that it is licensed to do business in the State of Delaware.
- ❖ The proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- ❖ The proposer certifies that it has not in any way colluded with any other proposer in connection with the attached proposal.
- ❖ The proposer acknowledges receipt of any/and all addendums that may be applicable to this solicitation.

Signature of Official: _____

Name (Typed): _____

Title: _____

Firm: _____

Address: _____

Date: _____

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**DELAWARE STATE HOUSING AUTHORITY
CONTRACTOR INFORMATION FORM**

Please furnish the information requested below:

Business Name: _____

Owner(s): _____

Authorized Agent(s): _____

Business Phone: _____

Business Address: _____

Describe in your particular field types of Small Construction contracting experience your company has:

Last year's gross sales dollar value: \$ _____

How long has your company been in business?: _____

Has the company been in business under the same name?: Yes _____ No _____

If the company name has changed, what was the original name(s)?

1. _____

2. _____

How many employees does your company have? _____

State of Delaware business License Number: _____

What is your company's current banking maximum credit line?:

Maximum Credit Line: \$ _____ Working Capital: \$ _____

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REFERENCES:
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Work in Progress:

List the name(s), phone number and dollar value for two most recent jobs completed or in progress:

Name	Phone Number	Value

Past Work:

List the name(s), phone number and dollar value and completion date of at least two contracts that were completed at least a year ago:

Name	Phone Number	Value	Completion Date

Sub-Contractors :

List the business name(s), contact person(s), address, and phone number of any sub-contractor that may be utilized to provide any services contained herein:

Business Name	Contact Person	Address	Phone Number

Indicate with a Check Type of Business (If Applicable)

- ☐ Small Business
- ☐ Minority Owned Business Enterprise
- ☐ Women Owned Business Enterprise
- ☐ Veteran Owned Business Enterprise
- ☐ Service Disabled Veteran Owned Business Enterprise

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Suppliers:

List two (2) major suppliers from whom you purchase your field(s) equipment and materials.
List name and phone number(s) and credit line of each supplier:

Name	Phone No.	Credit Line
1. _____	_____	_____
2. _____	_____	_____

List financial institutions, with which you have established credit, include maximum credit line:

Institution	Maximum Credit Line
1. _____	_____
2. _____	_____
3. _____	_____

Please attach a copy of the following:

- 1. Current State of Delaware Business License
- 2. Current liability insurance certificate.
- 3. Current workmen's compensation certificate.

To the best of my ability, I, the undersigned, assure that the information listed above is true and correct.
I further authorize the Delaware State Housing Authority to verify the information supplied.

_____	_____
Signature of Owner	Date

Social Security No. _____ N/A _____ and/or Federal E.I. No. _____

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SECTION 3 PROCUREMENT NOTICE

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

The Contractor will be required to hire Section 3 employees as 30% of all new hires. A new hire is defined as any persons hired after the signing of the contract. At the time of contract negotiation specific new hires will be determined based on the contractor's plan/schedule for completing the job. Positions for new hires shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth in 24 C.F.R. Part 135.

Procurement Documents

Each bidder/proposer must include a Section 3 Plan and Schedule A, which indicates its commitment to meet the DSHA's resident hiring requirement.

If a bidder/proposer fails to submit a Section 3 Plan and Schedule A and the related data along with the bid/proposal, such bid/proposal will be declared as non-responsive.

Section 3 Plan

The proposal submitted by the interested bidder shall include a Section 3 Plan outlining the plan of the company for incorporating Section 3 as part of the contract. Prior to the award of any contract, the contractor shall negotiate with DSHA the number of DSHA residents or other Section 3 residents to be trained or employed through the contract. This number shall be subject to DSHA's approval and shall be a minimum of 30% of new hires. The resulting provision will be incorporated into the contract and shall obligate the contractor to achieve the stated goal. DSHA reserves the right to review the plan and request additional information and/or changes to the plan. This plan shall include the following:

- A narrative of the steps that will be taken to aggressively pursue and comply with Section 3.
- Job categories of construction trade, administrative or other jobs that will be necessary on this project (Column 1 on Schedule A).
- Total number of expected hours to be spent on the job in each of the above employee/trade categories provided throughout the life of the contract. These numbers should reflect both existing and new employee time (Column 2 & 3 on Schedule A).

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- Total number of expected new hires in each category. These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category (Column 7 on Schedule A).
- Total number of expected Section 3 new hires in each category. This number should reflect all the low- and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3 which is 30% of all new hires (Column 8 & 9 on Schedule A).
- Expected hire date(s) of new hires by category. This should reflect the progression of work on the project, i.e., when the workers will be needed on the project for concrete work, framing, plumbing, finish work, etc.
- Total number of expected Section 3 new hires that the contractor will aggressively pursue. In order to maximize the contractor efforts to recruit and hire Qualified Section 3 residents (see definition), the following order of priority will apply:
 1. DSHA public housing residents referred through training/social service programs
 2. DSHA Section 8 residents referred through training/social service programs
 3. Any low- or very low- income candidates referred through training/social service programs
 4. Any low- or very low- income candidates from any source
 5. Any candidate through training/social service programs
 6. Any candidate from any source
- List of any anticipated needed training relating to this project. This training does not have to be exclusive to construction.
- Type of training available and the number of expected training hours available by the contractor per the training category.
- Narrative plan for the outreach, implementation, monitoring and enforcement of the Section 3 program.
- A list of core employees with the bid package. This list is to include the names and dates of hire of all employees, including clerical, supervisory, warehouse and other staff for the General Contractor and all Sub-Contractors.

Compliance

DSHA will monitor contractor compliance over the life of the contract as follows:

1. Review compliance monthly and cumulatively.
2. Monitor contractor response to deficiencies in compliance.

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[illegible]

SCHEDULE A ACKNOWLEDGEMENT

NAME OF CONTRACTOR: _____

RESIDENT EMPLOYMENT AND TRAINING CONTRACT COMPLIANCE

I. EMPLOYMENT AND TRAINING FOR DSHA RESIDENTS AND LOW- AND VERY LOW-INCOME AREA RESIDENTS

- A. The contractor hereby agrees to comply with all provisions of Section 3 as set forth in 24 CFR 135.38 and Owner's Section 3 requirements. The contractor hereby submits this Schedule A as its Section 3 Plan. The contractor agrees to appoint a Section 3 contact for the duration of the project.
- B. The contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Schedule A on a monthly basis throughout the contract period. The monthly status report shall be submitted no later than 15 days after the end of each calendar month of the contract (e.g. April 15 for March). The status report shall provide at least the same level of detail as the approved Schedule A. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided or intends to provide to DSHA residents.
- C. Each Bidder/Proposer for a construction or labor related contract shall complete this Schedule A and submit all relevant information required herein. A prime contractor through his/her subcontractors may satisfy the Owner's resident hiring requirements. Please complete the Employment Needs on the attached page with the following:
 - a. Job categories of construction trade, administrative, or other jobs that will be necessary on this project.
 - b. Total number of expected hours to be spent on the job in each of the above employee/trade categories provided throughout the life of the contract. These numbers should reflect both existing and new employee time.
 - c. Total number of expected new hires in each category. These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category.
 - d. Total number of expected Section 3 new hires in each category. This number should reflect all the low- and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3 which is 30% of all new hires.

II. SECTION 3 BUSINESSES – SUBCONTRACTING OPPORTUNITIES

In a one-page letter on your firm's letterhead please provide the following:

YOU MUST PURCHASE THE PROPOSAL TO SUBMIT BID.

- A. Your company's goals, expressed in terms of percentage of planned subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- B. A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- C. A description of the method used to develop the goals above and the efforts to be undertaken by the contractor to meet those goals.

III. COMPLIANCE

- A. Positions shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth in 24 CFR Part 135 et seq., as amended.
- B. Each bidder/proposer must include a Section 3 Plan and a Schedule A, which indicates its commitment to meet the Owner's resident hiring requirement.
- C. If a bidder/proposer fails to submit a Section 3 Plan and a Schedule A and the related data along with the bid/proposal, such bid/proposal will be declared as non-responsive.
- D. Failure of the contractor to comply with the approved plan shall be a material breach of the contract.

Acknowledged By:

Name of President or Authorized Officer

Company Name

Signature and Title

Date

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FORM 1

EXISTING EMPLOYEE LIST

A. PROJECT NAME AND LOCATION:_____

B. DEVELOPER/CONTRACTOR/APPLICANT:_____

C. DATE: _____

[illegible]

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EXISTING EMPLOYEE LIST WORKSHEET

INSTRUCTIONS FOR COMPLETION OF FORM-1

- A. Project Name/Location: Self-explanatory
- B. Developer/Contractor/Applicant
- C. Date: Self-explanatory

Please complete FORM-1 by providing a list of current employees anticipated to work on these projects that are not new hires. Be advised that anyone not listed on this submission is presumed to be a “NEW HIRE” on this project for the purpose of Section 3 requirements. NOTE: If you need additional space, please reproduce or copy FORM-1 and attach to the original.

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ATTACHMENT:

SECTION 3 EMPLOYMENT AND CONTRACTING PLAN

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DELAWARE STATE HOUSING AUTHORITY



SECTION 3 EMPLOYMENT
AND CONTRACTING PLAN

MARCH 1, 2010

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GENERAL ORDER NO. 546 ADOPTING
A SECTION 3 EMPLOYMENT AND
CONTRACTING PLAN

WHEREAS, the Delaware State Housing Authority's (DSHA) Affirmative Action Plan previously covered Section 3 employment and contracting in general terms; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) now requires a separate Plan adopting specific detailed policies DSHA will enforce with respect to Section 3 Compliance.

NOW THEREFORE BE IT ORDERED AS FOLLOWS:

1. The attached Section 3 Employment and Training Plan is adopted effective March 1, 2010.
2. Any substantive amendments to the Plan will be accomplished by a subsequent General Order.

Anas Ben Addi
Director

Date

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YOU MUST PURCHASE THE Table of Contents
PROPOSAL TO SUBMIT BID.

- I. Purpose
- II. DSHA/HUD Programs Subject to Section 3
- III. Goals
- IV. Certification Procedures
- V. Notification Procedures
- VI. Procurement
- VII. DSHA Section 3 Enforcement
- VIII. DSHA Recordkeeping

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I. Purpose

- The general purpose of the Section 3 Program is to ensure that economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal and State laws, be directed to low- and very low-income persons (particularly those receiving assistance for housing), and to the businesses that provide economic opportunities to these persons.
- The purpose of this Plan is to describe the policies DSHA will follow to ensure its compliance with Section 3 requirements. DSHA is responsible for new employment, training, contracting opportunities created during the expenditures of covered construction funding noted below.

II. DSHA/HUD Programs Subject to Section 3

- Public Housing Operations program
- Capital Fund program
- Community Development Block Grant program
- HOME Investment Partnerships program
- Neighborhood Stabilization program
- Resident Opportunity and Supportive Services

Note: Programs such as HOPWA and ESG do not meet the minimum dollar threshold for Section 3 Compliance.

III. Goals

The federal goals for employment and contracting are as follows:

- 30 percent of new hires for DSHA and contractors/subcontractors;
- 10 percent of all construction contracts
- 3 percent of all other contracts

IV. Certification Procedures for Section 3 Residents and Businesses

- Section 3 Residents: Residents of Public Housing, or low- and very low-income persons residing in Kent and Sussex Counties, and New Castle County as applicable. A Section 3 resident will complete the Resident Certification form found under Attachment A.
- Section 3 Businesses: Businesses who are 51 percent owned by Section 3 residents, whose workforce includes 30 percent of these Section 3 residents as employees, or who claim Section 3 status by subcontracting 25 percent of the dollars awarded to a qualified Section 3 business. A Section 3 business will complete the Section 3 Business Certification form found under Attachment B.

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V. Notification Procedures

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- As a Moving To Work (MTW) participant, DSHA provides numerous opportunities for training (see MTW Plan).
- The Section 3 Coordinator will maintain lists of certified Section 3 residents and businesses.
- Identified Section 3 residents/businesses will be personally notified by the Section 3 Coordinator.
- The Section 3 Coordinator is Doris Hall, Housing Management Specialist.
- Contractors/Subcontractors will be notified of the Section 3 requirements in bid/proposal packages, reviewed during pre-bid meetings and workshops and provided a copy of this Section 3 Employment and Contracting Plan and certify its receipt.

VI. Procurement

- The Section 3 clause is included as part of the standard federal contract language via DSHA's Procurement Policy, standard CDBG contract form, HUD forms 5370 and 5369-A, and DSHA's Supplementary Conditions for Construction Contracts (see Attachment C, Section 3 Contract Clause).
- The Section 3 needs of contractors will be assessed at the time of contract award, and coordinated by DSHA with certified Section 3 residents and businesses as applicable. See Attachment D, Section 3 Procurement – only those bidders in compliance with this part will be considered “responsible bidders”.

VII. DSHA Section 3 Enforcement

- The key to DSHA Section 3 contractor/subcontractor compliance will be better upfront communication of Section 3 requirements, the certification of contractors with respect to whether new hires are required, the identification of “core” employees at contract award, and the monitoring of contractor/subcontractor's payrolls to document the certification at time of contract.
- Penalties for contractor/subcontractor noncompliance will be:
 - a. Written warning;
 - b. Suspension from DSHA contracting for six (6) months;
 - c. And finally, debarment from DSHA contracting opportunities.
- Any such actions of suspension/debarment will be posted on DSHA's web site.

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VII. DSHA Recordkeeping

DSHA will keep records of the following:

- Notification and recruitment;
- Vacancy position announcements for both DSHA and its contractors/subcontractors;
- Participation in local events, eg. Section 3 workshops, training, etc.
- Signed contracts;
- Annual Form 60002 submission by 1/10; HUD/CPD annual submissions will be accomplished with the Consolidated Annual Performance Evaluation Report.
- Section 3 program policies, forms, lists, etc. to be added to web site;
- Monitoring reports to explicitly cover Section 3 compliance of subrecipients, contractors, and subcontractors; see Attachment E.

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ATTACHMENT A:

SECTION 3 RESIDENT CERTIFICATION FORM

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DELAWARE STATE HOUSING AUTHORITY (DSHA)
SECTION 3 RESIDENT CERTIFICATION FORM

Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the _____ and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is:

I have attached for following documentation as evidence of my status.

- ☐ Copy of lease
- ☐ Copy of Evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence

Signature

Print Name

Date

SECTION 3 INCOME LIMITS

All residents of public housing developments of DSHA qualify as Section 3 residents. Additionally, individuals residing in Kent and Sussex Counties who meet the income limits, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

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ATTACHMENT B:

SECTION 3 BUSINESS CERTIFICATION FORM

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DELAWARE STATE HOUSING AUTHORITY (DSHA)
SECTION 3 BUSINESS CERTIFICATION FORM

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as Section 3 resident-owned enterprise:

Copy of resident lease	Copy of receipt of public assistance
Copy of evidence of participation in a	Other evidence
Public assistance program	

For business entity as applicable:

Copy of Articles of Incorporation	Certificate of Good Standing
Assumed Business Name Certificate	Partnership Agreement
List of owners/stockholders and	Corporation Annual Report
% ownership of each	Latest Board minutes appointing officers
Organization chart with names and titles	Additional documentation
and brief function statement	

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

List of all current full-time employees	List of employees claiming Section 3 status
PHA/HA Residential lease less than 3	Other evidence of Section 3 status less than 3
years from day of employment	years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

Current financial statement
Statement of ability to comply with public policy
List of owned equipment
List of all contracts for the past two years

Authorizing Name and Signature

Attested by: _____

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ATTACHMENT C:

SECTION 3 CONTRACT CLAUSE

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**4 SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT
AND BUSINESS OPPORTUNITIES**

- A. This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 25 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The Section 3 clause, set forth in 24 CFR, 135.20 (b) provides.
- a.) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the projects to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b.) The parties of the Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to the Contract certify and agree that they are under no contractual or other disability which that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c.) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d.) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors

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and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.135.

- f.) Business concerns located within Section 3 covered project area means those business concerns located within the relevant Section 3 covered project area as determined pursuant to par. 135.15 and which qualify as socially or economically disadvantaged small business concerns. Business concerns which are at least 51% owned by a person(s) residing within the relevant Section 3 covered project areas as determined pursuant to par 135.15. Socially or economically disadvantaged small business means a business concern which qualified as small under the small business size standards of the SBA and whose principal owners participation in the free enterprise system has been hampered because of such factors as low income, unfavorable location as in areas impacted with low income housing or depressed rural area and areas of high unemployment or under employment; limited education, physical or other special handicap; inability to compete effectively in the market place because of prevailing or past restrictive practices. Such principal owners may include, but are not limited to, Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native and Women.

- B. Prior to the signing of the Contract, the CONTRACTOR shall provide a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees category) where known; where not known, such information shall be applied to the signing of any contract between the CONTRACTOR and subcontractor.

a.) Trainees

- 1.) Utilizing the maximum number of persons in the various training categories in all phases of such work to be performed under the Section 3 covered project, and
- 2.) Filling all vacant training positions with lower income project area residents except for those training positions which remain unfilled after a good faith effort has been made.
- 3.) "Manpower Utilization Table" - See Appendix No. 1.

b.) Residents as Employees

Each CONTRACTOR and subcontractor shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- 1.) Identifying the number of positions in the various occupational categories included skilled, semi-skilled, and unskilled labor needed to perform each phase of the Section 3 covered project.
- 2.) Identifying the number of positions currently occupied by regular, permanent employees.
- 3.) Establishing the positions not currently occupied by regular, permanent employees.

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4.) Establishing the positions identified in paragraph (3) of this Part, a goal which is consistent with this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area.

5.) "Work Force Needs Table" - See Appendix No. 1.

c.) Utilization of Businesses

Each CONTRACTOR and subcontractor undertaking work on a Section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to business concerns located within the Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area.

1.) "Business Utilization Table" - See Appendix No. 2.

C. GOOD FAITH EFFORT

Each CONTRACTOR and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, has been made to fill all training positions with lower income area residents; and fill all employment positions identified in Section B, paragraph b, subparagraphs (3) and (4) shall:

- a.) Attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site and community organizations and public and private institutions operating within or serving the project area, such as State Employment Office and Opportunities Industrialization Center (OIC).
- b.) Maintain a list of all lower-income area residents who have applied either on their own or on referral from any source, and employ such persons if otherwise eligible and/or qualified and if a vacancy exists. If no vacancies exist, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.
- c.) Any CONTRACTOR or subcontractor which fills vacant apprentice and trainee positions and/or employment positions, identified in subparagraph b above, but more specifically identified in Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u, Section 135.40 and Section 135.55, in this organization immediately prior to undertaking work pursuant to a Section 3 covered contract shall set forth evidence acceptable to the Secretary that its action were not an attempt to circumvent these regulations.

D. AFFIRMATIVE ACTION

a.) An Affirmative Action Plan pursuant to a Section 3 covered contract shall:

- 1.) Set forth the appropriate number and estimated dollar value of contracts to be awarded to eligible businesses and entrepreneurs within each category over the duration of this contract.

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- 2.) Ensure that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.
- b.) Each CONTRACTOR and subcontractor seeking to establish that a good faith effort has been made shall, as a minimum, attempt to recruit from the appropriate areas the necessary eligible business concerns through:
 - 1.) Local advertising
 - 2.) Signs placed at the site
 - 3.) Community organizations, public and private institutions operating or serving within the project area such as P.A.C., OIC and State Employment Offices.

E. CERTIFICATES OF COMPLIANCE

The CONTRACTOR shall execute the Certificate of Compliance (Appendix No. 3) and cause all subcontractors undertaking work in connection with this contract to furnish the same.

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APPENDIX NO. 1

WORK FORCE UTILIZATION TABLE

OCCUPATION	TOTAL WORK FORCE	SKILLED	TRAINEES	NO. OF PROJECT AREA RESIDENTS TO BE UTILIZED	
(write list)				Skilled	Trainee
TOTAL					

EMPLOYMENT CERTIFICATION

- A. The Company hereby certifies that the above table represents the appropriate number of employee positions required in the execution of Contract No. _____ and also represents the number of lower income project area residents that the company proposes to employ.
- B. The Company certifies that it will make a good faith effort to employ the number of lower income employees stated above utilizing such community based organizations and service agencies as _____, Opportunities Industrialization Center (OIC); and on the site company employment posters.
- C. The Company certifies that the employee goals listed in the above table approximate the ratio of lower income residents to the total population of the project area.

Company

By: _____
Authorized Signature

Title: _____
Date: _____

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APPENDIX NO. 2

UTILIZATION OF SECTION 3 PROJECT BUSINESSES

The Company shall utilize business concerns located in _____, Project No. _____, in contracting for work to be performed in connection with the completion of the contract. To this end, the Company shall require the services of companies in the project area engaged in the business of _____

SUBCONTRACTS (write list)	TOTAL SUBCONTRACT DOLLAR AMOUNT	PROPOSED SECTION 3 BUSINESSES AVAILABLE FOR USE	TOTAL SUBCONTRACTOR SECTION 3 BUSINESS DOLLAR AMOUNT

Company

By: _____
Authorized Signature

Title: _____
Date: _____

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APPENDIX NO. 3

SECTION 3 CERTIFICATION

TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES
FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC of 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this contract, the Contractor shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973) and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these regulations.

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this contract shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its contractors and subcontractors, its successors, and assigns to the sanctions specified by this Contract and to such sanctions as are specified by 24 CFR Section 135.135.

Company

By: _____
Authorized Signature

Title: _____
Date: _____

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ATTACHMENT D:

SECTION 3 PROCUREMENT

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SECTION 3 PROCUREMENT NOTICE

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

The Contractor will be required to hire Section 3 employees as 30% of all new hires. A new hire is defined as any persons hired after the signing of the contract. At the time of contract negotiation specific new hires will be determined based on the contractor's plan/schedule for completing the job. Positions for new hires shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth in 24 C.F.R. Part 135.

Procurement Documents

Each bidder/proposer must include a Section 3 Plan and Schedule A, which indicates its commitment to meet the DSHA's resident hiring requirement.

If a bidder/proposer fails to submit a Section 3 Plan and Schedule A and the related data along with the bid/proposal, such bid/proposal will be declared as non-responsive.

Section 3 Plan

The proposal submitted by the interested bidder shall include a Section 3 Plan outlining the plan of the company for incorporating Section 3 as part of the contract. Prior to the award of any contract, the contractor shall negotiate with DSHA the number of DSHA residents or other Section 3 residents to be trained or employed through the contract. This number shall be subject to DSHA's approval and shall be a minimum of 30% of new hires. The resulting provision will be incorporated into the contract and shall obligate the contractor to achieve the stated goal. DSHA reserves the right to review the plan and request additional information and/or changes to the plan. This plan shall include the following:

- A narrative of the steps that will be taken to aggressively pursue and comply with Section 3.
- Job categories of construction trade, administrative or other jobs that will be necessary on this project (Column 1 on Schedule A).
- Total number of expected hours to be spent on the job in each of the above employee/trade categories provided throughout the life of the contract. These numbers should reflect both existing and new employee time (Column 2 & 3 on Schedule A).

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- Total number of expected new hires in each category. These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category (Column 7 on Schedule A).
- Total number of expected Section 3 new hires in each category. This number should reflect all the low- and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3 which is 30% of all new hires (Column 8 & 9 on Schedule A).
- Expected hire date(s) of new hires by category. This should reflect the progression of work on the project, i.e., when the workers will be needed on the project for concrete work, framing, plumbing, finish work, etc.
- Total number of expected Section 3 new hires that the contractor will aggressively pursue. In order to maximize the contractor efforts to recruit and hire Qualified Section 3 residents (see definition), the following order of priority will apply:
 1. DSHA public housing residents referred through training/social service programs
 2. DSHA Section 8 residents referred through training/social service programs
 3. Any low- or very low- income candidates referred through training/social service programs
 4. Any low- or very low- income candidates from any source
 5. Any candidate through training/social service programs
 6. Any candidate from any source
- List of any anticipated needed training relating to this project. This training does not have to be exclusive to construction.
- Type of training available and the number of expected training hours available by the contractor per the training category.
- Narrative plan for the outreach, implementation, monitoring and enforcement of the Section 3 program.
- A list of core employees with the bid package. This list is to include the names and dates of hire of all employees, including clerical, supervisory, warehouse and other staff for the General Contractor and all Sub-Contractors.

Compliance

DSHA will monitor contractor compliance over the life of the contract as follows:

1. Review compliance monthly and cumulatively.
2. Monitor contractor response to deficiencies in compliance.

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The contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Schedule A on a monthly basis throughout the contract period. The monthly status report shall be submitted no later than 15 days after the end of each calendar month of the contract (e.g. April 15 for March). The status report shall provide at least the same detail, as the approved Schedule A. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided or intends to provide to DSHA residents. This report will provide DSHA with all information required to monitor compliance with its Section 3 plan including, but not limited to, new hires, core employees, certified payroll, workforce utilization and other relevant data to be specified.

The contractor will be required to appoint a Section 3 contact.

The contractor and sub-contractors will be required to be in compliance with the Owner's Section 3 Plan throughout the duration of the contract.

Alternative Compliance

Contractors may demonstrate compliance with Section 3 by committing to employ Section 3 residents as 30% of the aggregate number of new hires for the duration of the contract.

Definitions

Core Employee – The core crew employee is an individual who is a bonafide employee of the contractor at the time the contract is awarded, and was employed by the contractor not less than 120 days prior to the contract award or worked not less than 350 hours during the 120 days preceding the contract award. The contractor is responsible for verifying that core employees are defined by and meet the criteria of the Housing Authority.

New Hires – Any person hired after the signing of the contract or who is not a core employee.

Low Income Persons – Families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Very Low Income Persons – Families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustment for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low income family incomes.

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Qualified Section 3 Resident

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Any individual who meets the low-income or very low-income criteria, who is 18 years of age or older, who is a resident in good standing of public housing, whose name appears on the lease, or who is a resident of the surrounding community. Qualified Section 3 Residents will receive recruiting and hiring opportunity in the following order:

1. DSHA residents
2. DSHA Section 8 residents
3. Other low- or very low- income residents

30% of New Hires/Employees – 30% of new hires/employees is calculated by dividing the total hours worked by all new hires into the total hours worked by Section 3 new hires. The result must be greater than or equal to 30% for compliance.

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[illegible]

SCHEDULE A ACKNOWLEDGEMENT

NAME OF CONTRACTOR: _____

RESIDENT EMPLOYMENT AND TRAINING CONTRACT COMPLIANCE

I. EMPLOYMENT AND TRAINING FOR DSHA RESIDENTS AND LOW- AND VERY LOW-INCOME AREA RESIDENTS

- A. The contractor hereby agrees to comply with all provisions of Section 3 as set forth in 24 CFR 135.38 and Owner's Section 3 requirements. The contractor hereby submits this Schedule A as its Section 3 Plan. The contractor agrees to appoint a Section 3 contact for the duration of the project.
- B. The contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Schedule A on a monthly basis throughout the contract period. The monthly status report shall be submitted no later than 15 days after the end of each calendar month of the contract (e.g. April 15 for March). The status report shall provide at least the same level of detail as the approved Schedule A. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided or intends to provide to DSHA residents.
- C. Each Bidder/Proposer for a construction or labor related contract shall complete this Schedule A and submit all relevant information required herein. A prime contractor through his/her subcontractors may satisfy the Owner's resident hiring requirements. Please complete the Employment Needs on the attached page with the following:
 - a. Job categories of construction trade, administrative, or other jobs that will be necessary on this project.
 - b. Total number of expected hours to be spent on the job in each of the above employee/trade categories provided throughout the life of the contract. These numbers should reflect both existing and new employee time.
 - c. Total number of expected new hires in each category. These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category.
 - d. Total number of expected Section 3 new hires in each category. This number should reflect all the low- and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3 which is 30% of all new hires.

II. SECTION 3 BUSINESSES – SUBCONTRACTING OPPORTUNITIES

In a one-page letter on your firm's letterhead please provide the following:

YOU MUST PURCHASE THE PROPOSAL TO SUBMIT BID.

- A. Your company's goals, expressed in terms of percentage of planned subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- B. A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- C. A description of the method used to develop the goals above and the efforts to be undertaken by the contractor to meet those goals.

III. COMPLIANCE

- A. Positions shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth in 24 CFR Part 135 et seq., as amended.
- B. Each bidder/proposer must include a Section 3 Plan and a Schedule A, which indicates its commitment to meet the Owner's resident hiring requirement.
- C. If a bidder/proposer fails to submit a Section 3 Plan and a Schedule A and the related data along with the bid/proposal, such bid/proposal will be declared as non-responsive.
- D. Failure of the contractor to comply with the approved plan shall be a material breach of the contract.

Acknowledged By:

Name of President or Authorized Officer

Company Name

Signature and Title

Date

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FORM 1

EXISTING EMPLOYEE LIST

A. PROJECT NAME AND LOCATION:_____

B. DEVELOPER/CONTRACTOR/APPLICANT: _____

C. DATE: _____

[illegible]

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PROPOSAL TO SUBMIT BID.**

EXISTING EMPLOYEE LIST WORKSHEET

INSTRUCTIONS FOR COMPLETION OF FORM-1

- A. Project Name/Location: Self-explanatory
- B. Developer/Contractor/Applicant
- C. Date: Self-explanatory

Please complete FORM-1 by providing a list of current employees anticipated to work on these projects that are not new hires. Be advised that anyone not listed on this submission is presumed to be a “NEW HIRE” on this project for the purpose of Section 3 requirements. NOTE: If you need additional space, please reproduce or copy FORM-1 and attach to the original.

CONTRACTING PLAN

List Each and Describe Briefly (A)	Approximate Dollar Value (B)	Construction (C) or Non-Construction (NC) (C)	Section 3 Business Concern (Y/N) (D)	Ethnic/Racial Code (E)	Female Owned Business (Y/N) (F)
1.	\$				
2.	\$				
3.	\$				
4.	\$				
5.	\$				
6.	\$				
7.	\$				

Gender/Ethnic/Racial Codes:

1. White American
2. African American
3. Native American

4. Hispanic American
5. Asian Pacific American
6. Hasidic Jew

7. Women Owned

**SUBCONTRACTOR ACTIVITY REPORT
WORKSHEET**

Are there any contracts or subcontracts let as a result of this project?
(Please circle your answer).

YES

NO

If the response was YES, please complete FORM-4

F. INSTRUCTIONS FOR COMPLETION OF FORM-4

- A. Contract Number: List Contract Number of project.
- B. HUD Funding Source: List HUD source of funds.
- C. Date: List today's date.
- D. Contractor: Write the name and address of your general contractor.
- E. Project Name and Location.
- F. Actual Construction Start Date: State the date the construction began.
- G. Name of Subcontractor: List the names of the subcontractors separately.
- H. Amount of Contract: State dollar amount of the contract with each subcontractor.
- I. Ethnic/Racial Code: Using the Ethnic/Racial Codes listed at the bottom of the page, please indicate the ethnic/racial composition of each subcontractor.
- J. Gender Code: Using the Gender Codes listed at the bottom of the page, please indicate the gender of each subcontractor.
- K. Section 3 Business Concern: For each subcontractor, indicate whether the subcontractor is a Section 3 Business Concern. Each Contractor or subcontractor identified and documented as a Section 3 Business Concern will provide evidence of a commitment to subcontract in excess of twenty-five (25) percent of the dollar award of all subcontracts to be awarded.
- L. Types of Services Provided: For each subcontractor, indicate the type(s) of services provided by the subcontractors. (Including construction and supplies)
- M. Anticipated Start Date: Indicate the anticipated start and completion date of each subcontract.

SUBCONTRACTOR ACTIVITY REPORT

Contract Number: (A)		HUD Funding Source: (B)			Date: (C)	
Contractor: (D)		Address:				
Project Name and Location: (E)				Actual Construction Start Date: (F)		
Name of Subcontractor Complete Address and Tax ID Number (G)	Amount of Contract (H)	Ethnic/Racial Code (I)	Gender Code (J)	Section 3 Business Concern (Y/N) (K)	Type(s) of Services Provided (Including Supplies) (L)	Anticipated Start and Completion Date: (M)
#:	\$					From: To:
#:	\$					From: To:
#:	\$					From: To:
#:	\$					From: To:
#:	\$					From: To:

Gender/Ethnic/Racial Codes:

1. White American
2. African American
3. Native American

4. Hispanic American
5. Asian Pacific American
6. Hasidic Jew

7. Women Owned

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ATTACHMENT E:

DSHA SECTION 3 MONITORING CHECKLIST

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DSHA SECTION 3 MONITORING CHECKLIST

Reviewer: _____

Date: _____

1. Section 3 residents and businesses notified about training and employment opportunities generated by Section 3 covered assistance?

_____ Yes _____ No _____ N/A

2. Section 3 business concerns notified about availability of contracting opportunities generated by Section 3 covered assistance?

_____ Yes _____ No _____ N/A

3. Contractors notified of their Section 3 responsibilities during work completion?

_____ Yes _____ No _____ N/A

4. The Section 3 Clause was included on all covered solicitations and contracts?

_____ Yes _____ No _____ N/A

5. Recipient/subrecipient documented actions to comply with Section 3, including facilitating:

The training/employment of Section 3 residents,

_____ Yes _____ No _____ N/A

The award of contracts to Section 3 businesses,

_____ Yes _____ No _____ N/A

Refraining from entering into contracts with contractors not in compliance,

_____ Yes _____ No _____ N/A

And, by submitting Annual Report information to DSHA.

_____ Yes _____ No _____ N/A

Maintenance Wage Rate Decision		U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Delaware State Housing Authority 15 The Green Dover, DE 19901		LR 2000 Agency ID No: DE001	Wage Decision Type: ☒ Routine Maintenance ☐ Nonroutine Maintenance
		Effective Date: July 1, 2023	Expiration Date: June 30, 2025
The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.			
<u>//Eric Ramoth//, Sr. Labor Standards Spec.</u> HUD Labor Relations (Name, Title, Signature)		<u>April 20, 2023</u> Date	
WORK CLASSIFICATION(S)	HOURLY WAGE RATES		
	BASIC WAGE	FRINGE BENEFIT(S) (if any)	
DSHA Master Electrician Facilities Operations Coord. (Working)	\$11.75	\$0.00	
DSHA Master Electrician	\$11.75	\$0.00	
DSHA Maintenance Mechanic I	\$11.75	\$0.00	
DSHA Maintenance Mechanic II	\$11.75	\$0.00	
DSHA Maintenance Specialist I	\$11.75	\$0.00	
DSHA Maintenance Tech I	\$11.75	\$0.00	
DSHA Maintenance Tech II	\$11.75	\$0.00	
DSHA Painter	\$11.75	\$0.00	
Service Contract - HVAC Technician	\$11.75	\$0.00	
Service Contract - Electrician	\$11.75	\$0.00	
Service Contract - Carpenter	\$11.75	\$0.00	
Service Contract - Concrete Finisher	\$11.75	\$0.00	
Service Contract - Plumber	\$11.75	\$0.00	
Service Contract - HVAC Installer	\$11.75	\$0.00	
Service Contract -Carpet Installer	\$11.75	\$0.00	
Service Contract - Painter	\$11.75	\$0.00	
Service Contract - General Laborer	\$11.75	\$0.00	
Service Contract - Landscape Laborer	\$11.75	\$0.00	
Service Contract - Appliance Service Technician	\$11.75	\$0.00	
Service Contract - Mold Remediation Technician	\$11.75	\$0.00	
Service Contract - Tree Trimmer	\$11.75	\$0.00	
		☒ The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial	
		FOR HUD USE ONLY LR2000: Log in: Log out:	

Maintenance Wage Rate Decision		U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Delaware State Housing Authority 15 The Green Dover, DE 19901		LR 2000 Agency ID No: DE001	Wage Decision Type: ☒ Routine Maintenance ☐ Nonroutine Maintenance
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<u>//Eric Ramoth//, Sr. Labor Standards Spec.</u> HUD Labor Relations (Name, Title, Signature)		<u>April 20, 2023</u> Date	
WORK CLASSIFICATION(S)	HOURLY WAGE RATES		
	BASIC WAGE	FRINGE BENEFIT(S) (if any)	
CONTINUED Service Contract - Master Electrician Service Contract - Tree Cutter Service Contract - Solar Panel Technician Service Contract - Locksmith Service Contract - Pest Control Technician Service Contract - Alarm Technician Service Contract- Security Technician	\$11.75 \$11.75 \$11.75 \$11.75 \$11.75 \$11.75 \$11.75	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
		☒ The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial	
		FOR HUD USE ONLY LR2000: Log in: Log out:	

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ATTACHMENT:

DAVIS BACON WAGE RATE DECISION

Superseded General Decision Number: DE20220001

State: Delaware

Construction Type: Residential

Counties: Delaware Statewide

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$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 that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number

0

Publication Date

01/06/2023

SUDE1990-001 04/01/1990

Rates

Fringes

BRICKLAYER

KENT AND SUSSEX COUNTIES...\$ 12.50 ** .63

CARPENTER (Excluding Drywall
Hangers)

NEW CASTLE COUNTY.....\$ 10.59 ** 2.05

CARPENTER

KENT AND SUSSEX COUNTIES...\$ 9.75 ** .65

Concrete Finisher

KENT AND SUSSEX COUNTIES...\$ 9.69 **

DRYWALL HANGER

NEW CASTLE COUNTY.....\$ 10.79 **

ELECTRICIAN

KENT AND SUSSEX COUNTIES...\$ 10.00 **

NEW CASTLE COUNTY.....\$ 9.12 **

Laborers:

Landscape

KENT AND SUSSEX COUNTIES...\$ 7.25 **

Mason Tenders (Brick)

KENT AND SUSSEX COUNTIES...\$ 7.25 ** .63

Unskilled

KENT AND SUSSEX COUNTIES...\$ 7.25 **

UNSKILLED

NEW CASTLE COUNTY.....\$ 7.25 **

PAINTER

NEW CASTLE COUNTY.....\$ 9.00 **

PLUMBER

KENT AND SUSSEX COUNTIES...\$ 8.92 **

NEW CASTLE COUNTY.....\$ 9.80 **

Power equipment operators:

Backhoe

KENT AND SUSSEX COUNTIES...\$ 10.15 **

ROOFER

NEW CASTLE COUNTY.....\$ 9.79 **

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

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
determination for more information.

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

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

Superseded General Decision Number: DE20220007

State: Delaware

Construction Type: Building

County: Kent County in Delaware.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$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 that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

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2 02/03/2023
 3 05/05/2023
 4 06/23/2023
 5 07/14/2023
 6 08/04/2023
 BOIL0013-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 49.32	34.56

BRDE0001-001 05/01/2021		

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick		
Placement Worker.....	\$ 35.00	24.57
Bricklayer.....	\$ 34.19	27.98

CARP0173-009 05/01/2023		

	Rates	Fringes
CARPENTER (Includes		
Acoustical Ceiling		
Installation, Drywall		
Hanging, Form Work, Metal		
Stud Installation, Scaffold		
Building, Excludes		
Masonry/Brick, and Excludes		
Soft Floor Layer).....	\$ 36.09	24.52

CARP0251-008 05/01/2023		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.83	24.02

CARP1906-003 05/01/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 48.66	36.38

ELEC0313-002 06/01/2021		

	Rates	Fringes
ELECTRICIAN (Includes Low		
Voltage Wiring and		
Installation of Alarms,		
HVAC/Temperature Controls and		
Sound and Communication		
Systems).....	\$ 43.00	33.26

ELEV0005-003 01/01/2023		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.21	37.335+A+B

FOOTNOTES FOR ELEVATOR MECHANICS:

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A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0542-003 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 42.16	28.80+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

IRON0451-003 07/01/2022

	Rates	Fringes
IRONWORKER (Ornamental and Reinforcing).....	\$ 38.60	34.35

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LAB00199-005 05/01/2022

	Rates	Fringes
LABORER Backfiller, Common or General, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 27.15	24.00
Mason Tender - Cement/Concrete.....	\$ 27.40	24.00

PAIN0252-002 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 46.68	35.84

PLAS0008-006 05/01/2021

	Rates	Fringes
PLASTERER (Fireproofers).....	\$ 38.37	31.64

PLAS0592-009 05/01/2023

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 PROPOSAL TO SUBMIT BID.

	Rates	Fringes
CEMENT MASON/ CONCRETE FINISHER.....	\$ 37.64	27.73

PLUM0074-002 10/03/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes Industrial Work).....	\$ 38.85	33.10

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial
Day,Independence Day, Thanksgiving Day,Labor Day, Christmas
Day, and General Election Day.

* PLUM0074-003 06/15/2023

	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 55.68	39.31

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial
Day,Independence Day, Thanksgiving Day,Labor Day, Christmas
Day, and General Election Day.

SFDE0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.30	28.39

SHEE0019-021 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 33.63	40.60

SUDE2014-004 01/20/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.42	15.04
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 47.71	8.41
OPERATOR: Bulldozer.....	\$ 25.89	0.00
OPERATOR: Crane.....	\$ 31.59	16.83
PAINTER (Brush and Roller).....	\$ 40.57	0.94
PLUMBER.....	\$ 45.40	16.23
ROOFER (Installation of Metal Roofs Only).....	\$ 39.09	30.77
ROOFER, Excludes Installation of Metal Roofs.....	\$ 27.98	27.90

TILE FINISHER.....\$ 35.40

4.31

THIS COPY IS FOR INFORMATION ONLY.

YOU MUST PURCHASE THE

PROPOSAL TO SUBMIT BID.

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

**THIS COPY IS FOR INFORMATION ONLY.
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PROPOSAL TO SUBMIT BID.**

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

THIS COPY IS FOR INFORMATION ONLY.
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PROPOSAL TO SUBMIT BID

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION"

Superseded General Decision Number: DE20220009

State: Delaware

Construction Type: Building

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PROPOSAL TO SUBMIT BID.**

County: Sussex County in Delaware.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$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 that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

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 YOU MUST PURCHASE THE
 PROPOSAL TO SUBMIT BID.

2 02/03/2023
 3 05/05/2023
 4 06/23/2023
 5 07/14/2023
 6 08/04/2023

BOIL0013-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 49.32	34.56

BRDE0001-001 05/01/2021		

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick		
Placement Worker.....	\$ 35.00	24.57
Bricklayer.....	\$ 34.19	27.98

CARP0173-011 05/01/2023		

	Rates	Fringes
CARPENTER (Includes		
Acoustical Ceiling		
Installation, Drywall		
Hanging, Form Work, Metal		
Stud Installation, Scaffold		
Building, Excludes		
Masonry/Brick, and Excludes		
Soft Floor Layer).....	\$ 30.54	18.31

CARP0251-008 05/01/2023		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.83	24.02

CARP1906-003 05/01/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 48.66	36.38

ELEC0313-002 06/01/2021		

	Rates	Fringes
ELECTRICIAN (Includes Low		
Voltage Wiring and		
Installation of Alarms,		
HVAC/Temperature Controls and		
Sound and Communication		
Systems).....	\$ 43.00	33.26

ELEV0005-003 01/01/2023		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.21	37.335+A+B

FOOTNOTES FOR ELEVATOR MECHANICS:

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YOU MUST PURCHASE THE
PROPOSAL TO SUBMIT BID

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0542-003 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 42.16	28.80+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

IRON0451-003 07/01/2022

	Rates	Fringes
IRONWORKER (Ornamental and Reinforcing).....	\$ 38.60	34.35

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LAB00199-006 05/01/2022

	Rates	Fringes
LABORER Backfiller, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 27.15	24.00
Mason Tender - Cement/Concrete.....	\$ 27.40	24.00

PAIN0252-002 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 46.68	35.84

PLAS0008-006 05/01/2021

	Rates	Fringes
PLASTERER (Fireproofers).....	\$ 38.37	31.64

PLAS0592-009 05/01/2023

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 PROPOSAL TO SUBMIT BID.

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 37.64	27.73

* PLUM0074-003 06/15/2023

	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 55.68	39.31

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and General Election Day.

 PLUM0486-001 12/16/2021

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes Industrial Work).....	\$ 42.62	22.77

 SFDE0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.30	28.39

 SHEE0019-021 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 33.63	40.60

 SUDE2014-006 01/20/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 43.59	7.41
LABORER: Common or General.....	\$ 24.45	8.65
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 36.08	12.02
OPERATOR: Bulldozer.....	\$ 25.89	0.00
OPERATOR: Crane.....	\$ 31.59	16.83
PAINTER (Brush and Roller).....	\$ 40.57	0.94
PLUMBER.....	\$ 45.40	16.23
ROOFER (Installation of Metal Roofs Only).....	\$ 39.09	30.77
ROOFER, Excludes Installation of Metal Roofs.....	\$ 27.98	27.90
TILE FINISHER.....	\$ 35.40	4.31
TILE SETTER.....	\$ 57.98	1.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
THIS COPY IS FOR INFORMATION ONLY.
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PROPOSAL TO SUBMIT BID
=====

Note: Executive Order (EO) 13766, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SU-LA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISIO"

Superseded General Decision Number: DE20220008

State: Delaware

Construction Type: Building

**THIS COPY IS FOR INFORMATION ONLY.
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PROPOSAL TO SUBMIT BID.**

County: New Castle County in Delaware.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$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 that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

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 PROPOSAL TO SUBMIT BID.

2 02/03/2023
 3 05/05/2023
 4 06/23/2023
 5 07/14/2023
 6 08/04/2023
 BOIL0013-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 49.32	34.56

BRDE0001-001 05/01/2021		

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick		
Placement Worker.....	\$ 35.00	24.57
Bricklayer.....	\$ 34.19	27.98

CARP0173-009 05/01/2023		

	Rates	Fringes
CARPENTER (Includes		
Acoustical Ceiling		
Installation, Drywall		
Hanging, Form Work, Metal		
Stud Installation, Scaffold		
Building, Excludes		
Masonry/Brick, and Excludes		
Soft Floor Layer).....	\$ 36.09	24.52

CARP0251-008 05/01/2023		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.83	24.02

CARP1906-003 05/01/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 48.66	36.38

ELEC0313-002 06/01/2021		

	Rates	Fringes
ELECTRICIAN (Includes Low		
Voltage Wiring and		
Installation of Alarms,		
HVAC/Temperature Controls and		
Sound and Communication		
Systems).....	\$ 43.00	33.26

ELEV0005-003 01/01/2023		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.21	37.335+A+B

FOOTNOTES FOR ELEVATOR MECHANICS:

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PROPOSAL TO SUBMIT BID

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0542-003 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 42.16	28.80+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

IRON0451-005 07/01/2022

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 38.60	34.35

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LAB00199-005 05/01/2022

	Rates	Fringes
LABORER Backfiller, Common or General, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 27.15	24.00
Mason Tender - Cement/Concrete.....	\$ 27.40	24.00

PAIN0252-002 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 46.68	35.84

PLAS0008-006 05/01/2021

	Rates	Fringes
PLASTERER (Fireproofers).....	\$ 38.37	31.64

PLAS0592-009 05/01/2023

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 PROPOSAL TO SUBMIT BID.

	Rates	Fringes
CEMENT MASON/ CONCRETE FINISHER.....	\$ 37.64	27.73

PLUM0074-002 10/03/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes Industrial Work).....	\$ 38.85	33.10

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial
Day,Independence Day, Thanksgiving Day,Labor Day, Christmas
Day, and General Election Day.

* PLUM0074-003 06/15/2023

	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 55.68	39.31

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial
Day,Independence Day, Thanksgiving Day,Labor Day, Christmas
Day, and General Election Day.

SFDE0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.30	28.39

SHEE0019-021 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 33.63	40.60

SUDE2014-005 01/20/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 33.96	0.00
OPERATOR: Bulldozer.....	\$ 25.89	0.00
OPERATOR: Crane.....	\$ 32.40	18.27
PAINTER (Brush and Roller).....	\$ 38.80	0.91
PLUMBER.....	\$ 47.73	18.40
ROOFER (Installation of Metal Roofs Only).....	\$ 39.09	30.77
ROOFER, Excludes Installation of Metal Roofs.....	\$ 27.98	27.90
TILE FINISHER.....	\$ 35.40	4.31

TILE SETTER.....\$ 57.98

1.11

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PROPOSAL TO SUBMIT BID.

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISIO"

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Superseded General Decision Number: DE20220004

State: Delaware

Construction Type: Highway

County: Kent County in Delaware.

HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$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 performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

ENGI0542-006 07/01/2022

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 PROPOSAL TO SUBMIT BID.

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 45.34	28.73
Roller.....	\$ 40.28	27.25
Pounder.....	\$ 28.87	17.75
Roller.....	\$ 19.92	19.14

LAB00199-001 05/01/2022

	Rates	Fringes
LABORER (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....	\$ 31.15	16.50

SUDE2022-001 09/08/2022

	Rates	Fringes
CARPENTER.....	\$ 50.70	3.74
CEMENT MASON/CONCRETE FINISHER...	\$ 34.85	1.34
ELECTRICIAN.....	\$ 65.86	0.00
FORM WORKER.....	\$ 54.81	2.11
IRONWORKER, REINFORCING.....	\$ 49.64	0.00
LABORER: Common or General.....	\$ 34.24	5.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 43.30	2.06
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 42.29	1.63
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 42.29	1.63
OPERATOR: Bulldozer.....	\$ 35.18	14.27
OPERATOR: Loader.....	\$ 38.36	4.31
OPERATOR: Mechanic.....	\$ 28.11	11.18
OPERATOR: Milling Machine.....	\$ 34.01	12.25
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 35.07	17.17
TRAFFIC CONTROL: Flagger.....	\$ 39.45	0.00
TRUCK DRIVER: Dump Truck.....	\$ 22.89	9.05

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any

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PROPOSAL TO SUBMIT BID.

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 80 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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END OF GENERAL DECISIO"

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Superseded General Decision Number: DE20220006

State: Delaware

Construction Type: Highway

County: Sussex County in Delaware.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$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 performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at [http://www.dol.gov/whd/govcontracts.HIGHWAY CONSTRUCTION PROJECTS](http://www.dol.gov/whd/govcontracts.HIGHWAY_CONSTRUCTION_PROJECTS)

Modification Number
0

Publication Date
01/06/2023

ENGI0542-006 07/01/2022

Rates Fringes

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POWER EQUIPMENT OPERATOR		
Crane.....	\$ 45.34	28.73
WHL.....	\$ 40.28	27.25
Pounder.....	\$ 28.87	17.75
Roller.....	\$ 39.92	19.14

LAB00199-001 05/01/2022

Rates Fringes

LABORER (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....	\$ 31.15	16.50
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SUDE2022-003 09/08/2022

Rates Fringes

CARPENTER.....	\$ 39.67	5.08
CEMENT MASON/CONCRETE FINISHER...	\$ 30.41	3.28
ELECTRICIAN.....	\$ 65.86	0.00
FORM WORKER.....	\$ 38.65	5.45
IRONWORKER, REINFORCING.....	\$ 49.64	0.00
LABORER: Common or General.....	\$ 34.94	5.91
LABORER: Mason Tender - Cement/Concrete.....	\$ 43.30	2.06
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 30.52	13.47
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 34.34	14.93
OPERATOR: Bulldozer.....	\$ 35.18	14.27
OPERATOR: Loader.....	\$ 38.36	4.31
OPERATOR: Mechanic.....	\$ 28.11	11.18
OPERATOR: Milling Machine.....	\$ 34.01	12.25
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 35.07	17.17
TRAFFIC CONTROL: Flagger.....	\$ 40.33	0.00
TRUCK DRIVER: Dump Truck.....	\$ 28.07	7.38

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

=====
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
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WAGE DETERMINATION APPEALS PROCESS

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U.S. Department of Labor
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Washington, DC 20210

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END OF GENERAL DECISION"

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Superseded General Decision Number: DE20220005

State: Delaware

Construction Type: Highway

County: New Castle County in Delaware.

HIGHWAY CONSTRUCTION PROJECTS

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

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Modification Number Publication Date
0 01/06/2023

ENGI0542-001 07/01/2022

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	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe...	\$ 45.34	28.73
Motor Grader/Skid Steer/Scraper		
Loader.....	\$ 40.28	27.25
Crane.....	\$ 45.34	28.73
Drill.....	\$ 40.28	27.25
Paver (Asphalt, Aggregate		
and Concrete).....	\$ 42.34	27.85
Pounder.....	\$ 28.87	17.75
Roller.....	\$ 39.92	19.14

LAB00199-001 05/01/2022

	Rates	Fringes
LABORER (Asphalt, Includes		
Raker, Shoveler, Spreader and		
Distributor).....	\$ 31.15	16.50

SUDE2022-002 09/08/2022

	Rates	Fringes
CARPENTER.....	\$ 50.06	4.32
CEMENT MASON/CONCRETE FINISHER...	\$ 33.03	5.25
ELECTRICIAN.....	\$ 65.99	0.00
FORM WORKER.....	\$ 49.77	3.37
IRONWORKER, REINFORCING.....	\$ 55.67	0.00
LABORER: Common or General.....	\$ 36.33	3.50
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 43.30	1.66
OPERATOR: Bulldozer.....	\$ 37.55	16.19
OPERATOR: Loader.....	\$ 38.36	4.31
OPERATOR: Mechanic.....	\$ 28.11	11.18
OPERATOR: Milling Machine.....	\$ 38.29	11.15
TRAFFIC CONTROL: Flagger.....	\$ 37.49	0.00
TRUCK DRIVER: Dump Truck.....	\$ 29.31	9.84

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200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISION"

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ATTACHMENT:

HUD 5370-C SECTION I AND II

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)

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

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(1) Agency and legislative liaison by
OMB Employees.

(a) The prohibition on the use of appropriated funds in paragraph (b)(i)(1)(a) 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.

During the performance of this contract, the

[contractor/seller] agrees as follows:

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

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

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

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

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

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

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

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

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

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/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.

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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

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

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

General Conditions for Non-Construction Contracts

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Section II – (With Maintenance Work)

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

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

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

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

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

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

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

4. Apprentices and Trainees

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

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Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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ATTACHMENT:

HUD 5370-EZ

General Contract Conditions for Small Construction/Development Contracts

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

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See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the **Disputes** clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

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- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000. [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract
- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000. [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

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breakdowns by hours or unit costs (identified with specific work to be performed); Contracted equipment exclusively necessary for the change; Costs of preparation and/ or revision of shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (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).

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- (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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) Payrolls and Basic Records.

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

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or
29 CFR 5.12(b)(1)(i).
(3) The penalty for making false statements is prescribed in the
U.S. Criminal Code, 18 U.S.C. 1001.

- (1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
- (m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
 - (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
 - (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. 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.

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ATTACHMENT:

DSHA SUPPLIER DIVERSITY ACTION PLAN

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General Order No. 560 Establishing
A Supplier Diversity Action Plan

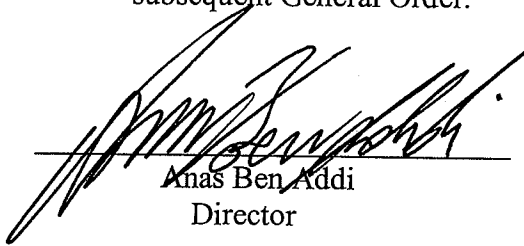
WHEREAS, Governor's Executive Order No. 14, Council on Housing Resolution No. 398, and existing U.S. Department of Housing and Urban Development regulations provide the framework for the Supplier Diversity Action Plan; and

WHEREAS, the Delaware State Housing Authority (DSHA) desires to adopt its Supplier Diversity Action Plan to ensure that minority and/or women business enterprises are afforded full, equitable, and fair opportunities to compete for DSHA purchasing dollars; and

WHEREAS, this Supplier Diversity Action Plan updates and replaces DSHA's previous Minority and Women Business Enterprise Program.

NOW THEREFORE BE IT ORDERED AS FOLLOWS:

1. The attached DSHA Supplier Diversity Action Plan is adopted effective 8/1/10.
2. All substantive revision to the Supplier Diversity Action Plan will be accomplished via a subsequent General Order.


Anas Ben Addi
Director

8/11/2010
Date

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Delaware State Housing Authority (DSHA)
Supplier Diversity Action Plan

Purpose and Definitions

- The purpose of DSHA's Supplier Diversity Action Plan is to ensure that minority, women, veteran, service disabled veteran, individuals with disabilities- owned business enterprises (MBE/WBE/VBE/IWDBE), or Small Business Focus (SBF)program (SBFP) vendor are afforded full, equitable, and fair opportunities to compete for DSHA purchasing dollars.
- "Minority and/or women business enterprise" means a for-profit business that is at least 51 percent owned and at least 51 percent managed by a minority and/or woman as certified by the Office of Supplier Diversity (OSD), Delaware Department of Transportation's (DelDOT) Disadvantaged Business Enterprise (DBE) Program, or self-identified to DSHA.
- "Veteran" means an individual who has served in the United States military or has served in the National Guard of the United States for six months, and has received a discharge other than a dishonorable discharge. Form DD214 is acceptable proof of this status.
- "Small Business Focus Program" means the program developed in accordance with Section 12(g) of Executive Order Forty – Four.
- The definition of a minority follows that of the U.S. Census Bureau.
- This DSHA Supplier Diversity Action Plan has been drafted in accordance with Governor's Executive Order No. 44, Council on Housing Resolution No. 398, and U.S. Department of Housing and Urban Development (HUD) requirements.

Scope of Plan

- The scope of DSHA's Supplier Diversity Action Plan includes all direct procurement accomplished by the agency, both federal and non-federal. For specific HUD requirements see in particular legislative mandates (Attachment C), including 24 CFR Part 85.36 and 24 CFR Part 92.351.
- DSHA reporting of its supplier diversity efforts will necessarily be a combination of expenditures in both the state system and DSHA's internal accounting system.
- DSHA will encourage its partners in non-direct assistance programs to also provide opportunities for MBE/WBE/VBE/IWDBE/SBFP /SBF vendors to be consistent with the intent of Council on Housing Resolution No. 398.

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Supplier Diversity Outreach Efforts

- DSHA will participate in annual state events such as the Governor's Enterprise Conference and the Delaware Economic Development Office's Diversity Summit, and will research the opportunities to organize similar type events for the state's housing providers consistent with the intent of Council on Housing Resolution No. 398.
- DSHA will disseminate information on state supplier diversity initiatives to its contractors and vendors who contact DSHA seeking business opportunities.
- DSHA will provide links to the OSD on DSHA's website.
- DSHA will identify and recruit MBE/WBE/VBE/IWDBE/SBFP SBF vendors for certification by the OSD.
- DSHA will also consult the OSD Directory in its own procurement.

Reporting

- DSHA will track the participation of MBE/WBE/VBE/IWDBE and annually evaluate DSHA's efforts.
- DSHA will submit HUD Form 2516 on contractor/subcontractor MBE/WBE activity by federal fiscal year basis in October for HUD Public Housing and Community Planning and Development programs such as CDBG and HOME.
- DSHA will initiate the use of a W- 9 form, which will be completed by all new vendors. This form has a notation to check if the vendor qualifies as a diverse business enterprise.
- DSHA will provide a copy of its annual evaluation of all DSHA programs to OSD.

Procurement Procedures

- For procurements paid through the state financial system, notices for proposals/bids will be posted on the state central portal <http://bids.delaware.gov>, as well as DSHA's web site www.destatehousing.com, and qualified MBE/WBE/VBE/IWDBE/SBFP vendors will be notified using the OSD Directory.
- For procurements paid through DSHA's internal financial system, notices for proposals/bids will be posted on DSHA's web site and qualified MBE/WBE/VBE/IWDBE/SBFP SBF vendors will be notified using the OSD Directory.
- Notices for all procurements will encourage proposals from MBE/WBE/VBE/IWDBE/SBFP SBF vendors.
- Subcontractor data will be solicited on contracts as applicable.

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- For procurements under the competitive spending thresholds, DSHA will solicit at least one certified MBE/WBE/VBE/IWDBE/SBFP vendor as available.

DSHA Liaison/Contact

- Jim Bishop, Procurement & Facilities Administrator, is the appointed liaison/contact for the Office of Supplier Diversity (OSD).

Attachments

A: Governor's Executive Order No. 44

B: Council on Housing Resolution No. 398

C: Federal Requirements

Revised: 13 June 2016
13 December 2018, updating DSHA liaison name and title
28 September 2023, updating DSHA liaison name, title and diverse business reporting.

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ATTACHMENT A:

GOVERNOR'S EXECUTIVE ORDER NO. 44

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STATE OF DELAWARE



**EXECUTIVE DEPARTMENT
DOVER**

**Executive Order
Number Forty-Four**

TO: HEADS OF ALL STATE DEPARTMENTS AND AGENCIES

RE: ENSURING REPRESENTATION OF MINORITY AND/OR WOMEN BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND BUSINESSES OWNED BY INDIVIDUALS WITH DISABILITIES IN DELAWARE'S SUPPLIER DIVERSITY INITIATIVES, AND RESCINDING EXECUTIVE ORDERS NO. 14 AND NO. 29

WHEREAS, Executive Order No. 14, signed on December 22, 2009, created a Supplier Diversity Council, the purpose of which is to advocate for supplier diversity initiatives, particularly as they relate to minority and/or women-owned business enterprises;

WHEREAS, Executive Order No. 29, signed on September 6, 2011, further expanded the scope of the Supplier Diversity Council to include the study and consideration of how the State of Delaware does business with veteran-owned business enterprises;

WHEREAS, businesses owned by Individuals with Disabilities contribute to the economic strength of the state and can compete for the provision of public works, goods, and services to state government;

WHEREAS, the work of the Supplier Diversity Council should be expanded to examine how the State of Delaware does business with enterprises owned by Individuals with Disabilities;

WHEREAS, the name of the Office of Minority and Women Business Enterprise has been, in practice, renamed to the Office of Supplier Diversity to more accurately reflect the mission of the office;

WHEREAS, in its report to the Governor, the Supplier Diversity Council proposed the development of a Small Business Focus program; and

WHEREAS, programs aimed towards encouraging and enhancing opportunities for small business is of importance to the State.

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NOW THEREFORE I, JACK A. MARKELL, by virtue of the authority vested in me as Governor of the State of Delaware, do hereby DECLARE and ORDER the following:

1. Definitions. As used in this Executive Order:
 - a. “Minority and/or women business enterprise” means a for-profit business which is at least 51 percent owned and at least 51 percent managed by a minority and/or woman, as certified by the Office of Supplier Diversity or DelDOT’s Disadvantaged Business Enterprise (“DBE”) Program.
 - b. “Veteran” means an individual who has served in the United States military or who has served in the National Guard of the United States for at least six months and has received a discharge other than a dishonorable discharge
 - c. “Small Business Focus Program” means the program developed in accordance with Section 12(g) of this Executive Order Number Forty-Four.
2. The Executive Branch will provide leadership and support to ensure that all minority and/or women business enterprises, veteran-owned businesses, businesses owned by Individuals with Disabilities, and all small businesses meeting eligibility in the Small Business Focus Program are afforded full, equitable and fair opportunities to compete for State purchasing dollars.
3. The Office of Supplier Diversity within the Office of Management and Budget shall have, as its mission, to assist minority, women, veteran, and Individuals with Disabilities owned businesses and the businesses eligible for the Small Business Focus Program in competing for the provision of commodities, services, and construction to State departments, agencies, authorities, school districts, higher education institutions and all businesses.
4. The Office of Supplier Diversity shall have the following powers, duties and functions:
 - a. The Executive Director of the Office of Supplier Diversity will be responsible for providing strategic advice to the Director of the Office of Management and Budget and the Governor pertaining to supplier diversity;
 - b. Monitor and evaluate each respective Executive Branch Agency’s Supplier Diversity Action Plan;
 - c. Certify minority, women, veteran, and Individuals with Disabilities owned businesses, and the businesses eligible for the Small Business Focus Program and create and maintain a State directory of Office of Supplier Diversity certified and Small Business Focus Program certified businesses; and
 - d. Educate minority, women, veteran, and Individuals with Disabilities owned businesses, and the businesses eligible for the Small Business Focus Program on how to conduct business with the State of Delaware.

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5. Each Department and Agency within the Executive Branch (collectively "Executive Branch Agencies") shall re-designate, within thirty (30) days of the issuance of this Order, a Supplier Diversity Liaison, who shall have direct access to his or her Secretary, department head, or similar cabinet-level official concerning minority, women, veteran, and Individuals with Disabilities owned businesses, and the businesses eligible for the Small Business Focus Program matters.
6. Office of Supplier Diversity Liaisons shall:
 - a. Assist the Executive Director of the Office of Supplier Diversity and the Supplier Diversity Council (the "Council") in their efforts to maximize supplier diversity among State agencies;
 - b. Direct and coordinate supplier diversity initiatives within their respective agency, including but not limited to discussing best practices and educating staff;
 - c. Assist in the development and implementation of their agency's Supplier Diversity Action Plan, as identified in this Executive Order;
 - d. Incorporate the entire supplier diversity community of business enterprises into the agency Supplier Diversity Plans; and
 - e. Prepare reports for the Office of Supplier Diversity and the Governor's Supplier Diversity Council; and
 - f. Undertake such additional tasks relating to this Executive Order as required from time to time by the Governor.
7. The Office of Supplier Diversity, in conjunction with Government Support Services of the Office of Management and Budget, shall develop the format and best practices content of a Supplier Diversity Action Plan. The goal of the Supplier Diversity Action Plan shall be to maximize the contracting opportunities for minority and/or women business enterprises, as well as increase transparency for subcontracting opportunities. Each Executive Branch Agency is responsible for expanding upon this framework for agency-specific interests and fulfilling the tasks within its respective finalized plan. Agencies' completed plans shall be submitted to the Office of Supplier Diversity and Government Support Services in the Office of Management and Budget for final approval no later than July 30th of each calendar year. Agencies' approved Supplier Diversity Action Plans shall be filed annually with the Governor no later than September 30th of each calendar year.
8. In an effort to further increase transparency in State procurement practices, the Director of the Office of Management and Budget and the Secretary of State shall develop policies and procedures that provide for a central, online publication of all advertised and awarded State contracts, including information on whether such contracts were awarded to businesses owned by minorities, women, veteran, and Individuals with Disabilities owned businesses, and the businesses eligible for the Small Business Focus Program.

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9. The Governor's Supplier Diversity Council (the "Council") as established in Executive Orders 14 and 29 is hereby reconstituted.
10. The Council shall consist of thirteen (13) members who shall be citizens of the State and shall be appointed by the Governor. The Governor shall appoint a Chairperson from among its members who shall serve at the Governor's pleasure. The members of the Council shall be appointed subject to the following qualifications:
 - a. Two members of the Council shall be representatives of local, private or federal minority and/or women business assistance programs or community development programs;
 - b. Five members of the Council shall be representatives of the minority and/or women private business sector, among whom at least two shall be women and at least two shall be minority persons. At least one of these members shall be a small business owner that meets the eligibility requirements of the Small Business Focus Program;
 - c. One representative shall be from a private sector company located in the State of Delaware that administers a supplier diversity program;
 - d. One member shall be a representative of the veteran-owned private business sector;
 - e. One member shall be a representative of a business owned by Individuals with Disabilities;
 - f. The Executive Director of the Office of Management and Budget ("OMB") or his/her designee;
 - g. The Executive Director of the Delaware Economic and Development Office ("DEDO") or his/her designee; and
 - h. One representative of the Governor.
11. Members of the Council currently serving shall continue to serve their terms without interruption. Each appointed Council member shall serve for a term of four (4) years from the date of appointment. Vacancies on the Council for any cause shall be filled by the Governor for the unexpired term and until a successor shall qualify. The Governor may appoint members for terms shorter than four (4) years where that is necessary to ensure that no more than four Council members' terms expire in one given year. The Council shall adopt internal procedures or bylaws necessary for efficient operations.
12. The purpose of the Council shall be to:
 - a. Advocate for the State of Delaware's supplier diversity initiatives;
 - b. Offer training and information on the tools necessary for successfully doing business with the State of Delaware as a minority and/or women business enterprise, a veteran-owned business enterprise, a business owned by Individuals with Disabilities, and the businesses eligible for the Small Business Focus Program;

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- c. Help maximize supplier diversity among the State agencies, and help increase contracting opportunities for qualified minority, women, veteran-owned business enterprises, businesses owned by Individuals with Disabilities, and the businesses eligible for the Small Business Focus Program;
- d. Develop criteria for evaluation of supplier diversity initiatives pursuant to this Executive Order;
- e. Identify potential impediments, if any, concerning supplier diversity within State government, and develop strategies to eliminate these impediments, including the elimination of impediments that limit all supplier diversity businesses from participating in contracting opportunities;
- f. As the Council has done and will continue to do for minority, women and veteran owned business enterprises, evaluate how to best serve businesses owned by Individuals with Disabilities in the State of Delaware, and the businesses eligible for the Small Business Focus Program including but not limited to evaluation of:
 - i. a definition of businesses owned by Individuals with Disabilities and/or whether certification or other identification of businesses owned by Individuals with Disabilities is achievable and advisable;
 - ii. how the Office of Supplier Diversity might assist businesses owned by Individuals with Disabilities;
 - iii. how the State might report contracts awarded to businesses owned by Individuals with Disabilities in a manner similar to its disclosure for minority, women and/or veteran owned businesses; and
 - iv. how Executive Branch Agencies might assist businesses owned by Individuals with Disabilities;
- g. Develop and implement a Small Business Focus program. The goals of the Small Business Focus program are to increase opportunity for small businesses to participate in state procurement by:
 - i. creating a Small Business Focus Program Registry;
 - ii. measuring and analyzing spend on current and future procurement with the businesses eligible for the Small Business Focus Program; and
 - iii. revising agency Supplier Diversity Plans to direct State Agencies to access the Small Business Focus Program Registry when making under threshold procurements; and
 - iv. providing advice and recommendations to the Governor concerning supplier diversity strategies.

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13. OMB shall provide technical assistance and strategic support, as may be necessary. OMB shall provide an Executive Director for the Council who shall be the Executive Director for the Office of Supplier Diversity.
14. These directives are not intended in any way to limit the application of additional creativity at the agency level. They are designed to promote economic growth and eliminate any potential impediments to an equitable procurement process. Each cabinet secretary shall evaluate the performance of his or her agency in implementing these directives. Accordingly, the Office of Supplier Diversity, in cooperation with each cabinet secretary and through the Director of the Office of Management and Budget, shall provide semiannual reports to the Governor regarding the State of Delaware's progress in enhancing opportunities for minority and/or women business enterprises. The reports shall delineate the State of Delaware's spending in detail by certified business ownership, industry classification, and agency.
15. Executive Order No. Fourteen (14) dated December 22, 2009, and Executive Order No. Twenty-Nine (29), dated September 6, 2011, are hereby rescinded.
16. No provision of this Order shall be intended to create any individual right or legal cause of action, which does not currently exist under State or Federal law.



APPROVED this 26 day of March, 2014

Jed McHugh
Governor

ATTEST:

[Signature]
Secretary of State

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ATTACHMENT B:

COUNCIL ON HOUSING RESOLUTION NO. 398

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COUNCIL ON HOUSING

RESOLUTION NO. 398

WHEREAS, despite the accelerated growth in the number of minority-owned firms in recent years, minority businesses remain significantly under-represented in the State of Delaware; and

WHEREAS, the State of Delaware's minority and women business enterprise spending for fiscal year 2009 amounted to \$41 million which represents an extremely small amount of the State's procurement budget; and

WHEREAS, minorities now comprise nearly 45% of the Delaware population, but represent only 7% of the State's businesses and receive 2.2% of total sales; and

WHEREAS, the Council on Housing is committed to encouraging equal employment opportunities to all Delawareans; and

WHEREAS, the Council on Housing is committed to maintaining a high quality workforce that draws upon the talents of the state's diverse citizens to participate in the state's economy; and

WHEREAS, the Delaware State Housing Authority (DSHA) is actively engaged in the administration of the American Recovery and Reinvestment Act of 2009 (ARRA) funds as well as other federal and state funds; and

WHEREAS, the Council on Housing's long-term strategy is the promotion of safe and affordable housing, both rental and homeownership, but understands that minority business enterprise development presents an historic and dynamic growth opportunity for the State's economy and should not be marginalized, under-utilized or ignored.

NOW, THEREFORE, the Council on Housing encourages DSHA to do the following:

1. DSHA shall strive through its outreach efforts and coordination with the Council, and the Office of Minority and Women-Owned Business Enterprises to maximize the number of qualified minorities and women as components of its supply chain.
2. Each project administered by DSHA, and being developed by not-for profit and for profit developer partners shall, in accordance with applicable federal and state executive orders and laws, attempt to maximize the participation of women and minority-owned construction firms and professional service firms during the course of a project.
3. Increase diversity of: contractors and their subcontractors, public funding recipients, vendors in the purchasing of materials, non-professional services, professional services or a combination thereof by requesting all contractors and their subcontractors and public funding recipients to actively solicit quotes from minority and/or women business enterprises in a good faith effort to satisfy supplier diversity.

Adopted
12/9/09

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PROPOSAL TO SUBMIT **FEDERAL REQUIREMENTS** **DID**

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Homes & Communities
U.S. Department of Housing
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Small & Disadvantaged Business Utilization

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OSDBU Legislative Mandates

The Office of Small and Disadvantaged Business Utilization (OSDBU) is governed by and administers a number of laws, regulations and policy directives. A brief summary and of these and their application to OSDBU follows:

[Information by State](#)
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1. Public Law 95-507, The Small Business Act

On October 24, 1978, President Carter signed Public Law 95-507 amending the Small Business Act and the Small Business Investment Act of 1958, making federal procurement contracting more readily accessible to all small businesses. PL 95-507 stipulates that it is the policy of the Government to provide maximum practicable opportunities in its acquisitions to small businesses, small disadvantaged businesses and women-owned businesses. This stipulation also extends to having the maximum practicable opportunity to participate as subcontractors in contracts awarded by any executive agency.

The head of each agency is responsible for effectively implementing the small business programs within his agency, including setting and achieving yearly procurement opportunity program (POP) goals for small and small disadvantaged business contracting.

Office of Federal Procurement Policy (OFPP) Letter No. 79-1, dated March 7, 1979 on the implementation of Section 15(k) of the SBA Act requires each agency with contracting authority to establish an OSDBU, and appoint a director, who reports to the agency head (or deputy), and who will have responsibility for carrying out the purposes of the Act. Specifically the OFPP directs that the position of OSDBU director include the following:

- o Responsibility for the implementation and execution of the functions and duties of Section 8 and 15 of the SBA Act. [Section 15 states that a fair proportion of the total purchases and contracts for property and services for the Government are to be placed with small business concerns. Because the law requires the Government to buy at competitive prices, contracts are set-aside only when at least two qualified small businesses are expected to bid. Section 8(a) of the SBA Act authorizes the SBA to enter into contracts with other Federal agencies to supply needed goods and services. SBA then subcontracts the actual performance of the work to small businesses owned and controlled by socially and economically disadvantaged individuals. The objective of the 8(a) program is to assist eligible small firms to become independently competitive.]
- o Assigning a small business technical advisor who shall be a full time employee of the procuring activity and whose principal duty shall be to assist the SBA procurement representative in his duties related to Section 8 and 15.
- o Cooperate and consult on a regular basis with SBA with respect to carrying out the functions and duties of Sections 8 and 15.
- o Developing systematic procedures for insuring the effective execution of the SBA Act, as amended.
- o Recommending agency goals.
- o Training and education of agency staff whose duties and functions relate to Sections 8 and 15.
- o Conducting outreach, liaison, source listings and seminars for small and disadvantaged business.
- o Publishing required information brochures and documents.
- o Interagency liaison of program procurement activities relating to small and disadvantaged businesses.
- o Oversight of the implementation of Section 223(a) of P.L. 95-507.

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[This section requires that for any contract being let by a Federal agency, the agency will provide to any small business upon request a copy of the bid specifications; the name and telephone number of a employee to answer questions with respect to the contract and adequate citations to each major Federal law or agency rule to which the business must comply in performing the contract.

In addition to these duties, Section 211 of P.L. 95-507 requires the OSDBU to review all subcontractor plans submitted by prime contractors to ensure compliance. This Section directs that the successful offeror or bidder on contracts valued at \$500,000 or more must submit, before an award is made, a subcontracting plan setting percentage and dollar goals for the award of subcontracts to small and disadvantaged businesses.

2. Public Law 100-656, The Business Opportunity Development Reform Act of 1988

Public Law 100-656 amends the SBA Act for the purpose of reforming the Capital Ownership Development (Section 8(a) Program). This legislation basically tightened the requirements of the 8(a) program to among other things, reduce the time it took to enter the program, established time frames for staying in the program and established requirements for GAO program reviews and periodic SBA reviews of 8(a) certified firms. The law established civil penalties in response to documented cases of kickbacks, misrepresentation of minority status and manipulation of the program by majority controlled firms participating in the 8(a) program. , P.L. 100-656 refocused the intent of the program as one of making small and disadvantaged firms more competitive in the marketplace as opposed to merely one of facilitating the award of contracts. The law also set \$5 million and \$3 million as thresholds for competitive 8(a) grants, established a requirement that agencies publicize to the small business community their annual contracting forecasts and set government wide contracting goals of 20% for small business (increased to 23% by the SBA Reauthorization Act of 1999) and 5% for small disadvantaged business.

3. Federal Acquisition Streamlining Act (FASA)

The FASA repeals or substantially modifies more than 225 provisions of law to reduce paperwork burdens, facilitate the acquisition of commercial products, enhances the use of simplified procedures for small purchases and introduces an initiative for doing procurement through electronic data interchange. Specific references to small businesses include:

- o An increased thresholds for small business set-asides. All Federal purchases greater than \$2,500 but not greater than \$100,000 will be reserved for small businesses, unless the contracting officer is unable to obtain offers from two or more capable small firms.
- o A new 5% government wide procurement goal is established for women-owned businesses.
- o The authorization to create a government-wide initiative to give civilian agencies authority to set-aside certain contracts for small disadvantaged businesses (SDB) or to apply a 10% price evaluation for SDBs in unrestricted procurement.
- o Creation of a "Small Business Advisory Council", composed of representatives from Federal agencies to give high level attention and focus to small business procurement issues.

4. Executive Order 11625

President Nixon issued Executive Order 11625 on October 13, 1971 authorizing the Secretary of Commerce to coordinate plans, programs and operations of the Federal government which would affect Minority Business Enterprises (MBE). Heads of Federal agencies are to furnish information, assistance and reports on MBE activity as requested by the Secretary of Commerce as well as develop and implement systematic data collection processes which will provide the Office of Minority Business Enterprise Information Center current data helpful to evaluating and promoting MBE

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efforts.

5. **Executive Order 12138 (WBE)**

On May 18, 1979, President Carter issued Executive Order 1238 creating a National Women's Business Enterprise Policy and prescribing arrangements for developing, coordinating and implementing a national program for Women's Business Enterprise. The Order directs each Federal agency to take appropriate action to facilitate, preserve and strengthen women's business enterprise by ensuring their participation in all business related activities including procurement. The head of each agency is to designate a high level official to have responsibility for the participation and cooperation of that agency in carrying out the Order.

In addition, the Order established the Interagency Committee on Women's Business Enterprise, with a Chairperson to be appointed by the President and members to include a representative of a number of listed Federal agencies, one of which is HUD. The Committee is to meet quarterly to promote, coordinate and monitor the plans, programs and operations of the departments and establish policies and procedures for implementation, interpretation and application of the Order.

In regard to grants making and cooperative agreements, this Executive Order 12138 directs Federal agencies to issue regulations requiring the recipient of such assistance to take appropriate affirmative action in support of Women's Business Enterprise and to prohibit actions or policies which discriminate against women's business enterprise on the basis of sex.

6. **Executive Order 12432**

President Reagan signed Executive Order 12432 on July 14, 1983 directing each Federal agency having substantial procurement or grant making authority to:

- o develop a minority business development plan and establish programs concerning provision of direct assistance, procurement assistance and management and technical assistance to MBEs.
- o establish MBE programs consistent with Section 211 of P.L. 95-507 to develop and implement incentive techniques to encourage greater minority business subcontracting by Federal prime contractors.
- o encourage recipients of Federal grants and cooperative agreements to achieve reasonable minority business participation in contracts let as a result of its grants and agreements.
- o furnish an annual report regarding the implementation of their program to the Secretary of Commerce.

7. **Executive Order 12928**

President Clinton signed Executive Order 12928 on September 16, 1994 promoting procurement with small businesses owned and controlled by socially and economically disadvantaged individuals, Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI). Federal agencies are to assist these entities to develop viable, self sustaining businesses capable of competing on an equal basis in the mainstream of the economy. The Executive Order establishes a contracting goal of 5% for these entities but mainly reaffirms existing laws, Executive Orders and regulations relevant to minority participation while chastising some Federal agencies for not aggressively supporting them. The Order devotes an entire Section to OSDBU, reaffirming the legal requirement that it report to the Secretary or Deputy and that agencies comply with OFPP letter No. 79-1 which provides guidance on Sec 15k of the SBA Act and the organizational placement and functions of the OSDBU.

8. **Historically Underutilized Business Zone (HUBZone) Program**

The HUBZone Act of 1997, Title VI of Public Law 105135, created the

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HUBZone Program. This program provides Federal contracting opportunities for qualified small business concerns located in economically distressed communities. The goal of the HUBZone Program is to provide federal contracting assistance for qualified small business concerns located in HUBZone areas in order to increase employment opportunities, stimulate capital investments in those areas, and empower communities through economic leveraging. HUDZone areas, which roughly correspond with the census tracts for which there are low income housing tax credits, are determined by census tract data including income levels, unemployment rates and Native American reservation boundaries. In order to qualify as a HUBZone business, the business must be small; owned by a US citizen; the principal office must be located in a HUBZone; and at least 35% of the employees must reside in a HUBZone. The SBA formally certifies firms as HUBZone businesses. HUBZone businesses can receive sole-source or set-aside federal contracts or receive a price preference up to 10% when competing for full and open competition procurements. A HUBZone firm must have its principal office in the HUBZone. The principal office must be the location where the greatest number of the company's employees works. The HUBZone program is race, ethnicity and gender neutral. The federal goal for HUBZone contracts was 1% for Fiscal Year 1999, rising by one half percent per year to a maximum of 3% in 2003.

9. **Veteran-owned Small Businesses**

Public Law 106.50, the Veterans Entrepreneurship and Small Business Development Act of 1999, amended the Small Business Act by adding Small Businesses owned and controlled by service-disabled veterans to the categories of small businesses for which the federal agencies develop prime contract goals. Federal agencies also establish goals and collect data regarding subcontracts awarded by prime contractors to veteran-owned small businesses. Small businesses owned by service-disabled veterans are small businesses that are at least 51 percent owned and controlled by one or more service-disabled veterans or in the case of a veteran with permanent or severe disability, the spouse or permanent caregiver of such veteran. P.L. 106.50 established a 3% goal for government contracting with businesses owned by service disabled veterans. No specific goal is identified for sub contracting with businesses owned by veterans.

10. **Federal Acquisition Regulation (FAR)**

The FAR establishes uniform policies and procedures for acquisition (procurement). FAR Part 19 establishes policy regarding small businesses and small disadvantaged businesses including subcontracting requirements for contracts valued at \$500,000 or more and actions necessary to strengthen WBEs. While the FAR elaborates on P.L. 95-507, it cites one significant additional role in discussing OSDBU responsibilities. Specifically, OSBDU is to make recommendations as to whether a particular acquisition should be awarded as a set-aside or 8(a) award. Furthermore, the contracting officers shall consider recommendations of the OSDBU and will document the contract file whenever the OSDBU Director's recommendations are not accepted.

11. **HUD Acquisition Regulations (HUDAR)**

HUDAR, dated January 21 2000, Parts 2419 and 2426 describe HUD's procurement policy regarding small and small and disadvantaged businesses, set-asides for small businesses, subcontracting with small businesses and small disadvantaged businesses and contracting opportunities for women-owned businesses. In regard to MBE participation in its procurement programs, the HUDAR describes HUD policy toward voluntary certification by contractors, bidders, or offerors as to their MBE status and the role of the OSDBU.

12. **24 CFR, Part 85 Section 36(e), dated May 1996**

This portion of the CFR provides the required affirmative steps HUD grantees and subgrantees shall take to assure that minority firms are used when possible.

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85.36 Procurement

(a) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. (2) Affirmative steps shall include:

- (i) Placing qualified small and minority business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible to permit maximum participation by small and minority business and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- (v) Using the services of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e) (2)(i) through (v) of this section.

13. HUD Handbook 2210.3 Revision 3, "Procurement Policies and Procedures"

Chapter 3 of the Handbook contains implementing policies and procedures regarding socioeconomic procurement programs.

14. Minority Media

The Department buys advertising for Fair Housing billboard displays, the Property Disposition Program, Section 202 Housing for the Elderly and other program activities. The total expenditures for advertising under these activities and the portion of total dollars spent with the minority media is reported semi-annually to OSDBU.

15. Regulatory Flexibility Act, Public Law 96-354

Congress passed P.L. 96-354 on September 19, 1980. Its purpose is to encourage Federal agencies to utilize innovative administrative procedures in dealing with individuals, small businesses, small organizations and small governmental bodies that would otherwise be unnecessarily adversely affected by Federal regulations. The Act defines "small business" as having the same meaning as is found in the Small Business Act; "small organization" as any not for profit enterprise which is independently owned and not dominant in its field and; "small governmental jurisdiction" as the government of cities, counties, towns, townships, villages, school districts or special districts with a population of less than fifty thousand.

Unless the agency head certifies that the proposed rule will not have a significant impact on any small business or organization or that uniform requirements are mandated by statute, the Act requires Federal agencies to add the following information to that currently required when an agency publishes in the Federal Register general Notice of Proposed Rulemaking:

- o a description of an estimate of the number of individuals, businesses, organizations and governmental jurisdictions to which the proposed rule would apply;
- o a statement that the agency will seek and consider alternatives to the proposed rule which would substantially reduce the economic impact on individuals, small businesses, small organizations and small governmental jurisdictions;
- o an agency prepared analysis of the proposed rule which constitutes a preliminary agency assessment of the impact of the proposed rule on individuals, small businesses, small organizations and small governmental jurisdictions. The analysis must contain a description of alternatives to the proposed rule which accomplish the stated objectives of applicable statutes and which minimize the significant

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economic effect of the rule on such individuals, businesses, organizations and governments. The final rule requires "a description of any alternative proposals to the proposed rule which were considered and a statement of the reasons for adopting the final rule rather than any of the alternative proposals which would have had a lesser adverse economic impact".]

- o a statement as to the record keeping requirements the agency anticipates requiring, including their purpose, form, length, proposed use, the skills necessary to prepare the information and an estimate of the time required to comply.

Congress passed P.L. 96-354 because it felt Executive Order 12044, issued in March 1978 on the subject of "Improving Government Regulations" didn't go far enough to reduce the burden of regulation on small entities since the Order did not improve public participation in the process or provide for an assessment of alternative regulatory strategies in light of their impact on small concerns. regulations.

16. The Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA)

On March 29, 1996 President Clinton signed Public Law 104-121, the SBREFA. The Act reinforces the requirements of the Regulatory Flexibility Act (RFA) with the significant addition of the provision that permits judicial review of agencies' compliance with the RFA. Since the RFA's passage, small business advocates have told Congress that many agencies neglected to comply with the law because there were no provisions in the original legislation for enforcement. The SBREFA now provides that if an agency fails to comply with the RFA in its Rulemaking, a small business that is adversely affected or aggrieved may seek review by the courts. The court can invalidate rules with inappropriate regulatory flexibility analyses or rules that have been improperly certified as having no significant effect on small businesses.

To bolster a small business' access to information, agencies are required to establish a program for responding to small business requests for informal guidance on specific rules, and to develop "small entity compliance guides". As the name implies, the guides are intended to explain the actions a small entity is required to take to comply with a rule. The program for informal guidance is to be established by March 29, 1997 with a progress report due to Congress by March 29, 1998. Both the informal guidance and the compliance guides may be considered as evidence of the reasonableness of any proposed fines or penalties in any civil or administrative action challenged by a small entity.

Section 223 of the SBREFA requires each agency regulating the activities of small entities to establish a policy or program by March 29, 1997, to reduce or, where appropriate, waive civil penalties against small entities for violations of a statutory or regulatory requirement. It also requires a progress report to Congress by March 29, 1998 on the scope of the policy or program, the number of enforcement actions that qualified or failed to qualify for the policy or program and the total amount of penalty reductions and waivers. In practice, the programs mostly likely to have a regulatory impact on small business are Manufactured Housing, RESPA, Interstate land sales, Lead Based Paint Abatement and Fair Housing.

17. Executive Order 12866

President Clinton signed Executive Order 12866, "Regulatory Planning and Review" on September 30, 1993 with the intent of making the regulatory process more efficient. In addressing the Principles of Regulations, Section 1 (11) states that each agency shall tailor its regulations to impose the least burden on society including individuals, businesses of differing sizes and other entities (including small communities and governmental entities), consistent with obtaining the regulatory objectives, taking into account, among other things, the cost of cumulative regulations.

18. Section 3 of the Housing and Community Development Act of 1992.

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Section 3 requires that when HUD Federal assistance generates the need for the recipient of HUD funding to increase internal employment or let contracts, the recipient must give preference in hiring to low and very low income persons and must give preference in contracting to businesses owned by these persons or that substantially employ low and very low income persons.

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worship, employment centers, fair housing groups, or housing counseling agencies);

- iv. Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and
 - v. A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.
- b. *Minority outreach.* A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

§ 92.352 Environmental Review

- a. *General.* The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.
- b. *Responsibility for review.*
 - 1. The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decisionmaking, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.
 - 2. A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.

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6. *Program administration records.*

- i. Records demonstrating compliance with the written agreements required by § 92.504.
- ii. Records demonstrating compliance with the applicable uniform administrative requirements required by § 92.505.
- iii. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

7. *Records concerning other Federal requirements.*

i. *Equal opportunity and fair housing records.*

- A. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.
- B. Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u).
- C. Documentation of the actions the participating jurisdiction has taken to affirmatively further fair housing.

ii. *Affirmative marketing and MBE/WBE records.*

- A. Records demonstrating compliance with the affirmative marketing procedures and requirements of § 92.351.
- B. Documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
- iii. Records demonstrating compliance with the environmental review requirements of § 92.352 and 24 CFR part 58, including flood insurance requirements.
- iv. Records demonstrating compliance with the requirements of § 92.353 regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date described in § 92.353(c)(2)(i)(A),

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HUD > Program Description > Small and Disadvantaged Business Utilization

Small and Disadvantaged Business Utilization

Summary:

This program ensures that small and disadvantaged businesses, minority firms, and women-owned businesses can compete for and win a fair share of the contracts that HUD awards.

Purpose:

HUD's Office of Small and Disadvantaged Business Utilization (OSDBU) serves as an ombudsman for small businesses, minority firms, businesses owned by disadvantaged persons, and women-owned firms ("target businesses") to make sure that they get a fair share of HUD's Federal contract awards—as mandated by the Small Business Act (SBA). Under this Act, every Federal agency must have an OSDBU that pursues this contracting goal.

Type of Assistance:

The Federal Government's goal under SBA is to award 23 percent of its prime contracts to small businesses. Within this goal, there is a subgoal of 5 percent for small, disadvantaged businesses and minority businesses, and 5 percent for women-owned small businesses.

To meet these SBA goals, HUD's program for small and small disadvantaged businesses and women-owned businesses includes many activities. The program:

- Sets and tracks progress toward HUD's SBA contracting goals.
- Ensures that all contracts over \$500,000 (\$1 million if public facility construction) include subcontracting goals.
- Implements contract set-aside procedures for each HUD program.
- Oversees HUD staff insofar as their duties relate to SBA.
- Serves as a liaison with businesses of all sizes to ensure that target businesses are adequately considered for HUD procurement.
- Coordinates SBA enforcement with HUD procurement staff.
- Serves as a Federal intra- and interagency representative for target business matters.
- Evaluates HUD's performance under SBA and reports to the SBA and other Federal agencies.
- Helps target businesses understand SBA requirements.
- Conducts assertive outreach to the small business community.
- Participates in Government-industry conferences to assist target businesses.
- Helps develop, implement, and review automated contracting systems for SBA compliance.
- Assists HUD's program managers and contracting officers in complying with SBA.
- 1.0 percent of prime contracts for HUBZone small businesses for FY1999 and not less than 1.5 percent for FY2000, 2 percent for FY2001, and 2.5 percent for FY2002 and 3 percent for FY2003 and each year thereafter;
- 3 percent of prime and subcontracts for service-disabled veteran-owned small businesses.

Along with these basic activities, the program also puts a priority on women-owned businesses and coordinates HUD's efforts regarding the Small Business Regulatory Enforcement Act. OSDBU reviews HUD regulations for their potential impact on small businesses and serves as an ombudsman and honest broker for small businesses in clarifying and applying these regulations.

Eligible Grantees:

Not applicable

Eligible Customers:

Owners, managers, and staff members of small and disadvantaged businesses, minority firms, and women-owned businesses can benefit from this program's activities.

Application:

Not applicable.

Funding Status:

Not applicable.

Technical Guidance:

This program is authorized by Sections 8 and 15 of the Small Business Act, as amended (15 U.S.C. 637(a)). Program regulations are in 24 CFR 85.36 and Parts 241 and 242b of the HUD Acquisition Regulation. The program is administered by HUD's Office of Small and Disadvantaged Business Utilization. The contact persons are Meishoma Hayes and Arnette McGill-Moore at (202) 708-1428.

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U.S. Department of Housing and Urban Development
Los Angeles Field Office, Region IX
611 W. 6th Street, Suite 1100
Los Angeles, CA 90017

HUD
Office of Community Planning and Development

Information Bulletin
Issue No. CPD-2010-005
Date: November 30, 2009

MEMORANDUM FOR: All Consolidated Plan Coordinators

// s //

FROM: William Vasquez, Director, Office of Community Planning and Development, 9DD

SUBJECT: Minority Business Enterprise Contract and Subcontract Activity
Report HUD-2516 and Section 3 Reporting
Due Date: December 30, 2009

The Department of Housing and Urban Development (HUD) is committed to supporting minority business growth and development. By acknowledging our grantees' support of minority business enterprises, we can recognize the importance of a growing number of successful minority entrepreneurs. The Office of Community Planning and Development (CPD) provides data on the amount of minority contracting entered into by grantees to HUD's Office of Small and Disadvantaged Business Utilization (OSDBU). OSDBU consolidates the data on a Department-wide basis for submission to the Minority Business Development Agency of the Department of Commerce. In addition, this information has been valuable to OSDBU when responding to Congressional and interest group inquiries.

I. Minority Business Enterprise (MBE) Reporting

Community Planning and Development activities to be reported include public works, economic development, affordable housing, and special needs assistance. Grantees are required to report contract and subcontract activities of \$10,000 or more on the HUD 2516 form. Contracts/subcontracts of less than \$10,000 may be reported only if it represents a significant portion of the grantee's total contracting activity.

The report must cover contracts executed during the recently completed Federal Fiscal Year (October 1, 2008 – September 30, 2009). This report summarizes the racial/ethnic codes, racial/ethnic categories, contract amount and number of contractors identified in the HUD-2516 form. If there has been no contract activity during the reporting period, please submit a negative summary report. This report is required to be completed and submitted to the our Office by December 30, 2009.

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Grantees are advised to access the form from the website cited, copy and save the form to their hard drives, complete data input, and then submit the completed forms via e-mail or mail to their local HUD Field Office.

The HUD form 2516 is in excel format to assist grantees in providing accurate calculations of their accomplishments.

<http://www.hud.gov/offices/osdbu/forms.cfm>

Please be aware of the following when completing the HUD 2516 form:

Column 7a – Grantees should use the applicable CPD grant number based on which program year's funds were expended. Grantees are erroneously using all types of numbers like the IDIS project number, FHA or PIH grant numbers, etc.

Column 7b - Grantee should only report the part of the contract amount that reflects CPD funds.

Column 7c - There are only three options to choose from for this category (i.e., education training, new construction and other). The "other" categories include: supply, professional services, rehabilitation, Architectural/ Engineering, and all other activities except construction and educational/training activities.

Column 7d - OMB changed its racial and ethnic categories. In effect, grantees had to collect race *and* ethnic data for Hispanic persons. HUD 2516 does not appear to be updated to reflect the new OMB requirements. The form as it is asks for either race *or* ethnic, but not race *and* ethnic data.

The Office of Small and Disadvantaged Business Utilization has not yet revised form 2516 to reflect racial and ethnic categories. Therefore, grantees must select one of the options provided.

Grantees are reminded that 24CFR Part 85.36 (e) (1) Contracting with small and minority firms, Women's business enterprise and labor surplus area firms states that: The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, and affirmative steps shall include:

1. Placing qualified small and minority business enterprises on solicitation lists;
2. Assuring that small and minority businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

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4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph e (2) (i) through (v) of this section.

The completed HUD form 2516 and Summary Report should be submitted to the attention of:

Frank.Caballero@hud.gov or

U.S. Department of Housing and Urban Development
Los Angeles Field Office
ATTN: Frank G. Caballero, Senior Financial Analyst,
Office of Community Planning and Development, 9DD
611 W. Sixth Street, Suite 1000
Los Angeles, CA 90017-3127
Phone 1-213-534-2559

II. Section 3. Employment and Business Opportunity for Low Income Persons-Reporting requirements.

Section 3 contract reports are required when a grantee's project exceeds \$200,000 and a prime or subcontract exceeds \$100,000. Both thresholds have to be met for the same project. These requirements are in accordance with 24CFR Part 135.3. Grantees using HUD-2516 form to report Section 3 contract data must also use Part I of form HUD-60002, Section 3 Summary Report, for reporting employment and training opportunities data. The Section 3 Summary Report System is an online system designed to simplify the submission of form HUD-60002.

The web site is <http://www.hud.gov/offices/fheo/section3/section3.cfm>

If you do not have access to the Internet or are using a browser other than Netscape 4.x or higher, then a hardcopy of the completed form HUD-60002 must be submitted to HUD Washington D.C. via FAX to 202-708-1286. If you have questions regarding the submission of the Section 3 Summary Report, please contact Anna Gutierrez, Program Compliance, Office of Fair Housing and Equal Opportunity at (213) 534-2594.

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J: team 2 , formula correspondence, MBE information notice 2009

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~~NON-COLLUSION CERTIFICATION~~
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Bidder's Name: _____

Address: _____

Project: _____

Project No.: _____

This is to certify that neither the above named Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

(Signed) _____

Title

Date

SEAL - If Bidder is a Corporation

ATTEST: _____

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STATEMENT OF COMPLIANCE WITH
THE OCCUPATIONAL SAFETY AND HEALTH ACT

_____ (Contractor) proposes to perform work for the Delaware State Housing Authority and hereby certifies to the following:

- 1. The Contractor has knowledge of the Occupational Safety and Health Act with additions, revisions, and/or modifications, as well as any State and Local regulations and requirements.
- 2. Our employees and equipment will comply with the Act and/or additions, revisions, and/or modifications and any present or future State and Local regulations or requirements.
- 3. Our company will be responsible for any infraction of the Occupational Safety and Health Act requirements, additions, revisions and/or modifications and any State and Local regulations or requirements.

Company

By _____

Title _____

ATTEST:

Date _____

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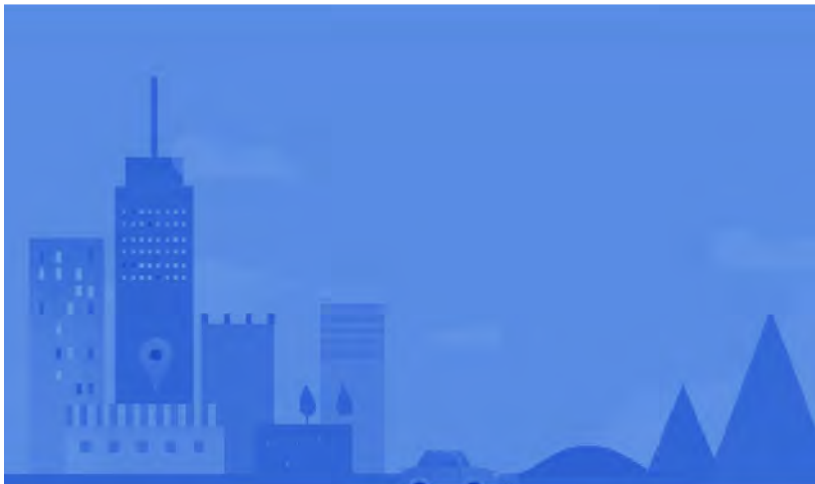


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Clarks Corner

52 Clarks Corner

State government office

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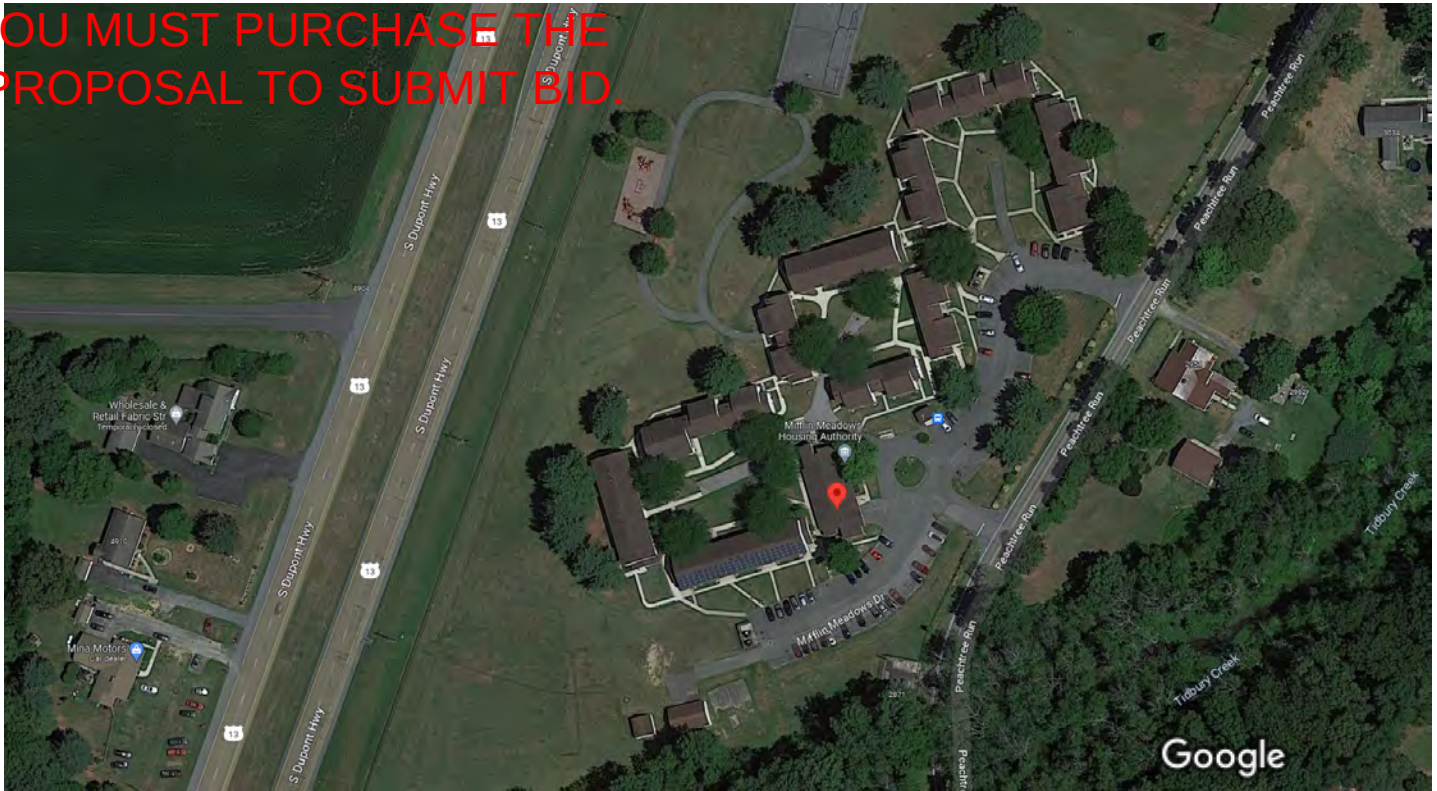


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