



Building Project For A Kid's Place of Tampa Bay Invitation to Bid

Released:
January 27, 2020

Submission Deadline:
4:30 pm February 8, 2020

A Kid's Place of Tampa Bay

REQUEST FOR BID

Project Name: A Kid's Place Foster Care Facility Renovation

Part I: Bid Information

A. General Information

The A Kid's Place of Tampa Bay LLC is soliciting Bids for construction services for the renovation and improvements to a group home for foster children.

Construction and General Contractor firms ("Contractor") responding to this Request for Bid must submit their responses as specified in Part I, Section C and in Part III. Selection will be based upon the quality of their Bids and the results of reference checks. The entire project must adhere to Davis Bacon Federal Wages and other applicable Special Provisions. Please see this link for complete details along with Attachment 1 of this bid request.

<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-16-Labor.pdf>

This project is receiving a federally funded grant and must comply with federal regulations, the Davis-Bacon Act and requirements included in the link above and Attachment A. The award of a contract shall be conditioned upon the acceptance of the wage determination.

The project is HUD-assisted covered by Section 3 HUD Act of 1968: Shall, to the greatest extent feasible, be directed to low- and very low-income residents and business in that area.

Selected contractor shall be required to provide active SAM.gov registration, DUNS (Dun and Bradstreet) and SUNBIZ.ORG for the same business entity in compliance with State and Federal requirements prior to execution of a Construction Contract.

Pre-Bid Conference (Non- Mandatory) to discuss this Project will be held at 11:00 a.m. on January 31, 2020 at A Kid's Place of Tampa Bay, 1715 Lithia Pinecrest Road, Brandon, FL 33511. Meeting will cover Bid Specifications and provide prospective bidders with opportunities to get answers to their questions prior to the February 8th deadline.

Completed bid packages must be placed in a sealed envelope and returned by February 8, 2020 by 4:30 p.m. to: A Kid's Place of Tampa Bay, 1715 Lithia Pinecrest Road, Brandon, FL 33511.

Bid packets are available electronically via <http://www.akidsplacetb.org> and with hard copies at A Kid's Place.

We will not be accepting Bids past February 8, 2020 at 4:30 p.m. Bid opening will occur at that time. It is suggested that you drop off or allot enough time for mail delivery to ensure submission prior to this time.

Questions concerning this project should be addressed to
Samantha Mellen at: Office: 813-381-3839 smellen@akidsplacetb.org

Respondents are instructed not to contact A Kid's Place Board Members. Failure to comply with this instruction may result in disqualification.

B. Project Description (preliminary)

A Kid's Place of Tampa Bay intends to perform renovations on their 5 acre campus, to include: (1) Repair/ seal all sidewalks (2) Replace Lift Station grinder pumps and electrical box (3) Convert 5 patios to storage areas (4) Replace 1 Roof on a 3200 sf home (5) Paint the Administration Building (5) Remove/ Trim trees for safety

A Kid's Place is located at 1715 Lithia Pinecrest Road, Brandon FL 33511. The Project shall mean the aforementioned renovations and improvements, which must: meet and/or exceed the standards of the Americans with Disabilities Act (ADA) and be in accordance with Federal Community Development Block Grant programs, as may be amended and other applicable federal laws and regulations.

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Project Type: Renovation and Improvements

Construction Budget: A Kid's Place is receiving funding for this project through an agreement between A Kid's Place of Tampa Bay and Hillsborough County, Florida where hence the County will provide up to \$ 102,635 in Community Development Block Grant (CDBG) funds towards the estimated construction costs for the Project. The maximum cost for the Project is not to exceed \$132,635.00.

The Project must be complete on or before August 30, 2020. Total completion will be identified by A Kid's Place and is subject to A Kid's Place's final approval.

C. Submittal Requirements

Respondents are instructed to adhere to this format and to provide one (1) Original Bid and three (3) copies of the Bid.

1. Provide the following information about your firm:
 - Name of firm
 - Address of main office and any branch offices
 - Telephone number and fax number for each office
 - Name and title of contact person
 - Confirmation of registration with SAM.gov, SUNBIZ.org, and DUNS
2. Provide a brief overview of your firm, including the number of years the firm has provided construction services.
3. Provide the following financial and insurance information:
 - An overview of your firm's financial status including bond rating.
 - A financial statement attesting to your financial solvency.
 - A statement which certifies your possession of the following current Insurance:
 - Commercial General Liability Insurance, including blanket contractual liability.

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- *With respect to the commercial general liability protection, if the amount exceeds \$1,000,000, what the limits can be provided by primary and excess/umbrella coverage.
 - Commercial Automobile Liability Insurance for owned, non-owned and hired vehicles.
 - Workers' Compensation Insurance as required by statute.
 - Employers' Liability Insurance.
4. Provide a description of your firm's experience with federal wage rates, specifically with Davis-Bacon Wage Rates, and experience with projects funded by the federal CDBG program.
 5. Highlight your firm's experience working with projects that required unique coordination, scheduling and other considerations sensitive to individuals with disabilities or other special needs.
 6. Provide the fully filled out Fee Bid located in Part III of this RFB.

D. Methods of Procurement

1. The method of procurement is by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed lump sum price contract will be awarded to the lowest and/or most responsive bid meeting all the material items and conditions of the invitation for bids.
2. Bidders will be permitted to do a general walk-through of the property of the Project during the Pre-Bid Conference.
3. The Results of the Bids may be published on A Kid's Place Website: <http://www.akidsplacetb.org>
4. A Kid's Place reserves the right to request additional information, modification, and adjustment of proposal.
5. A Kid's Place reserves the right to modify, change, and amend this packet, scope of work, and any other work related to the project at any time.
6. A Kid's Place reserves the right to reject all bids and reissue the bidding process.

-End of Part I-

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II: Scope of Services

The Sub-recipient operates a group home program in Hillsborough County which provides residential services to youth ages newborn to 17 who have been removed from their homes due to abuse, neglect or abandonment.

This project will be utilizing Community Development Block Grant (CDBG) funds, provided through the United States Department of Housing and Urban Development (HUD). Therefore, Federal regulations including, but not limited to the following will apply: Federal Labor Standards per 29 CFR Parts 3 & 5, Procurement Procedures per Part 85 Uniform Administrative Requirements, Affirmative Action to achieve Equal Employment Opportunity per 41 CFR 60-4, and Davis-Bacon Act. Details regarding these and other Federal Requirements will be provided at pre-bid. Minority and female contractors are encouraged to apply.

The Sub-recipient will use the CDBG Funds to rehabilitate and renovate a 5 acre facility owned by the Sub-recipient located at 1715 Lithia Pinecrest Road, Brandon, FL 33511 (Property) for the purpose of operating a residential public facility that serves primarily foster care and homeless youth in Hillsborough County. The facility will serve up to 60 youth between the ages of newborn to 17 years old.

There are multiple buildings on the Property which serve as residential halls, administrative and development offices, classrooms, portable storage/office space, dining hall and kitchen, laundry. The CDBG Funds shall be used for reimbursement of eligible costs for the following scope of work, which shall include but not be limited to the following construction and rehabilitation activities on the Property, and associated eligible architectural and engineering services:

All services performed in all phases within the scope of services are subject to changes, modifications, adjustments and final approvals by A Kid's Place of Tampa Bay

- Repair all sidewalk, pressure wash all concrete areas including front porches and entry ways, stain/seal all areas
- Remove existing roof and dispose of any debris, repair any damage and replace roof, drip edge, and plumbing vent booths on one (1) home.
- Remove screened patio enclosures on five (5) homes and dispose of debris
- Enclose five (5) patios for storage (to current building codes)
- Pressure wash and repair any cracks on administration and donation building
- Paint administration and donation buildings
- Trim and remove trees all in various stages of decline, haul away all debris created

- Install campus wide security broadcast system
- Replace two(2) grinder pumps, rails and electrical box at lift station
- Plumbing miscellaneous
- Electrical miscellaneous

-End of Part II-

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PART III: Bid Quote

A. Submit a Bid Quote:

Please complete and submit written bids on company letterhead outlining scope work in phases and tentative timeline for completion.

B. References Vendor:

Shall furnish 3 references, please submit Reference Form Attachment 2

C. Time to Perform Work

Regular work and services shall be completed during normal office hours, Monday – Friday 9:00 to 5:00 p.m. All services covered by this Invitation to Bid shall be scheduled and coordinated with A Kid's Place Facilities staff. Closed Saturdays and Sundays and scheduled Holidays

D. Insurance Requirements

Vendor shall provide proof of insurance at the applicable limits stated below and on a form acceptable to A Kid's Place of Tampa Bay.

Insurance. The Contractor shall obtain, before commencement, and shall maintain until 12 months beyond final acceptance of the Work, such insurance as specified herein as will protect the Contractor and A Kid's Place for claims arising out of or resulting from Contractor's Work or operations under this Agreement, whether such operations are performed by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts Contractor may be liable. Not less than five (5) days prior to commencement of the Work, Contractor shall provide A Kid's Place with a certificate of insurance along with copies of the required endorsements listed below evidencing such coverage. The Contractor and his insurer waive all rights of subrogation against A Kid's Place except as respects to Worker's Compensation and Employer's Liability Insurance. In no case shall the Contractor procure and maintain less than the following insurance coverage with an insurance carrier rated "A-" or better by A.M. Best and authorized to do business in the jurisdiction where the Property is located:

- a. Comprehensive Commercial General Liability including Contractual Liability and Products Completed Operations insurance with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with aggregate per project endorsement for property damage and bodily injury. Additional Insured endorsement must be CG 2010 (11/85) or its equivalent; and Contractors policy must be primary and non-contributory to A Kid's Place policies.

- b. Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability; if there are no vehicles titled in Contractor's name then Non-Owned and Hired Automobile Liability of equal limits is acceptable; and
- c. Florida Statutory Workers' Compensation including Employer's Liability insurance with minimum limits of \$1,000,000/1,000,000/1,000,000; and
- d. Professional Liability insurance covering each consultant or independent contractor providing professional services to Contractor, with minimum limits of \$1,000,000 each claim. Examples of those providing professional services would include surveyors and engineers.

The Contractor shall provide A Kid's Place within ten (10) days written notice of a change or cancellation in coverage.

The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workers Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each

- E. Please ensure that these rates are in accordance with Federal Davis-Bacon Wage Rates (see Federal Wage Provision Attachment for details).**
- F. All bids must be received by 4:30pm February 8, 2020 at A Kid's Place of Tampa Bay 1715 Lithia Pinecrest Road Brandon, FL 33511.**
- G. All jobs must be completed by August 30, 2020**

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ATTACHMENT 1:

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Also see: <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-16-Labor.pdf>

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 I (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 particular 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 on 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.

(ii) (a) 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 and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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 taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of 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.

(iii) 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.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs 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. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5. 5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) **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, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24 .

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) 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 the individual 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.

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.

(3) 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 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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement' standards of 24 CFR 85.36 (2 CFR 200.31B(h).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

[59FR33880, June 30, 1994, as amended at 80 FR 75936, Dec. 7, 2015]

O § 135.38 - Section 3 clause.

All section. 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 135, 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 135 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 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

D. THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135, 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 135. 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 135.

E: THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 135 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 135.

F. NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 135 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

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ATTACHMENT 2

Owner References:

Provide a list of other similar sized organizations or businesses with similar sized building(s) where your Firm has provided services or work similar to those requested in this ITB.

Client Name:	
Contact Person:	
Address:	
Telephone	
Email Address	
Dates of Services	

Client Name:	
Contact Person:	
Address:	
Telephone	
Email Address	
Dates of Services	

Client Name:	
Contact Person:	
Address:	
Telephone	
Email Address	
Dates of Services	