

# **Pennington County Housing and Redevelopment Commission**

**Elevator Inspection & Maintenance Services**

Multiple Locations

**Request For Proposals**

**July 31, 2023**



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# REQUEST FOR PROPOSALS

The Pennington County Housing and Redevelopment Commission is requesting bid proposals from qualified contractors until **4:00 P.M., Friday September 1, 2023**, for providing Elevator Inspection & Maintenance Services at multiple locations for a three (3) year period from October 1, 2023, through September 30, 2026. All associated costs quoted for providing these services shall remain fixed for the duration of this period. The Owner shall have the option of requesting a maximum of (1) one-year extension to the Contract Agreement, with the same terms and conditions, after the initial Contract Period has expired. The owner shall agree to negotiate in good faith for reasonable inflationary cost adjustments (if any) prior to entering a new (1) year Contract Agreement.

Davis-Bacon Wage Rates, Section 3 New Hire requirements, clauses apply for this project.

Proposals will be evaluated and rated independently, by an Evaluation Committee. The Committee will rank each proposal against others using the Rating Factors. RFP's are available at 1805 West Fulton Street, Rapid City, South Dakota.

All inquiries for information should be directed to Jonathon Hinton, [jonathon@pchrc.com](mailto:jonathon@pchrc.com) (605) 209-9489.

The Owner reserves the right to reject any or all bids and waive informalities and award all applicable contract(s) to the Owner's best interests. No bidder may withdraw a proposal until Thirty (30) days after the scheduled proposal opening, without a written request explaining the cause of the withdrawal and without the written consent of the Owner after reviewing the cause.

BY ORDER OF PENNINGTON COUNTY HOUSING &  
REDEVELOPMENT COMMISSION

Jonathon Hinton

Construction and Modernization Coordinator

# INSTRUCTIONS FOR BIDDERS

## GENERAL DESCRIPTION

The Pennington County Housing & Redevelopment Commission (Owner) is requesting bid proposals from qualified contractors (also referred to as proposers herein) for providing Elevator Inspection & Maintenance Service at the locations listed below for a (3) year period from October 01, 2023, through September 30, 2026. All associated costs quoted for providing these services shall remain fixed for the duration of this period. The Owner shall have the option of requesting a maximum of (1) one-year extension to the Contract Agreement, with the same terms and conditions, after the initial Contract Period has expired. The owner shall agree to negotiate in good faith for reasonable inflationary cost adjustments (if any) prior to entering a new (1) year Contract Agreement (if applicable).

Proposals will be evaluated and rated independently, by an Evaluation Committee. The Committee will rank each proposal against others using the Rating Factors provided herein (see Attachment #1).

Proposers must submit a proposal package to acknowledge all general conditions and provide necessary documents shown in Attachment #2.

Proposals are to be submitted in a sealed package no later than **4:00 P.M., Friday September 1, 2023** at the location below:

## **PENNINGTON COUNTY HOUSING & REDEVELOPMENT COMMISSION**

**1805 West Fulton St., Ste. 101**

**Rapid City, SD 57702**

**PCHRC management anticipates completion of reviews and negotiations along with Board Approval by Thursday September 20, 2023.**

## ELEVATOR LOCATIONS & GENERAL EQUIPMENT INFORMATION

BUILDING / ADDRESS	Elevator Information				
	# of Elevators	Type	Stops	Capacity	
<b>Jackson Heights Apartments</b> 1805 W. Fulton St., Rapid City, SD 57702	1	2-doors (East Car)	Gearless Traction	6	4,000 LBS
	2	1-door (West Car)	Gearless Traction		4,000 LBS
<b>Valley View Apartments</b> 636 Cathedral Dr. Rapid City, SD 57701	1	2-doors (West Car)	Gearless Traction	8	4,000 LBS
	2	1-door (East Car)	Gearless Traction		4,000 LBS
<b>River Ridge Apartments</b> 330 Philadelphia St., Rapid City, SD 57701	1	2-doors (South Car)	Hydraulic	5	4,000 LBS
	2	1-door (North Car)	Hydraulic		2,500 LBS
<b>Memorial Park Apartments</b> 420 Philadelphia St., Rapid City, SD 57701	1	1-door	Hydraulic	3	2,500 LBS

### EXTRA INFORMATION

Recent major repairs and modernization upgrades are as followed:

River Ridge Elevators #1 and #2 are currently being repaired by ThyssenKrupp Elevators. Travel cable scheduled to be replaced.

Memorial Park Apartments: Elevator Modernization in current process. Work is being performed by Otis Elevators.

All the elevators are located in Rapid City and may be viewed at any time during business hours. If inspections of current site conditions are desired, please contact, a minimum of one day in advance to schedule a visit with: Jonathon Hinton to view elevators. (605) 209-9489 or [jonathon@pchrc.com](mailto:jonathon@pchrc.com)

### STATEMENT OF WORK

The importance of the elevators covered by this RFP demands that they be maintained in a satisfactory and safe operating condition in accordance with industry standards, codes, ordinances, and laws. Submitted proposals shall represent a **“full preventative maintenance plan”**. The proposed maintenance plan should show that of a structured and in-depth maintenance service that is to be provided monthly, as a minimum.

The contractor shall examine and note any unusual elevator operation in the Maintenance Service Checklist or logbook. The contractor shall complete the Fire Service Inspection as required by industry standards. All work is to be performed during regular working hours unless otherwise specified. PCHRC considers Monday through Friday, 7:30 am – 4:30 pm to be regular business hours.

PCHRC will reserve the right to make any tests deemed advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the stands specified herein are not being satisfactorily maintained, PCHRC may immediately demand that the contractor place the elevator in a condition to meet these requirements. The contractor's failure to comply with such a demand within thirty (30) days will constitute a material breach and PCHRC may terminate the contract. If the demand is not complied with in the time specified PCHRC may contract with a third party to perform such work and charge the total cost thereof to the contract.

## **DETAILS ON FULL MAINTENANCE PROGRAM**

The Contractor's Maintenance plan should be a complete preventative maintenance plan. The plan should at minimum address the following services:

- Contractor shall maintain elevators, equipment, appurtenances, and accessories to comply with the general manufacturer's instructions and the latest edition of American Standard Safety Code for Elevators and all other applicable laws, regulations, rule, ordinances, code, etc.
- The proposed "maintenance" plan should also include all known Elevator Inspections and Testing required by Federal, National, State or Local Codes (i.e., 5-yr Weight/Load Tests, etc.).
  - Annual & 5-year Testing Inspections that shall be performed under the Service Agreement and a hard copy of the Annual Inspection and other specific inspections (i.e., out of cycle 5-year weight load test, etc.) shall be posted (behind glass) in the Elevator Control Room.
  - Contractor shall define/clarify which required inspections may be billable (i.e., inspection costs that are not included in their program).
- Control & landing positioning systems; signal fixtures, and safety mechanisms:
  - Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment. Note: The Elevator Contractor will be responsible for maintaining and replacing all control panel lights, control button lights and floor indicator lights/lamps, etc.
  - Door operators, car door hangers, car door contacts, door protective devices, load weighting equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
  - Hoist way door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, drives, motors, governors, sheaves, and wire ropes:
  - Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
  - Motors, brushes, brush holders, and bearings.
  - Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, governor tension sheave assemblies, and compensating sheave assemblies.
- Load weighers, car frames and platforms, and counterweights:
  - Car and counterweight buffers, guide rails and sheave assemblies; top and bottom limit switches.

- Power units, pumps, valves, and jacks:
  - Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
  - The Elevator Contractor will be responsible for maintaining and replace all control panel lights, control button lights and floor indicator lights/lamps, etc.

#### **PARTS COVERAGE:**

The Elevator Contractor's proposed/recommended "maintenance" service plan should include provisions to provide full coverage parts repair and/or replacement coverage for all components (listed above) worn due to normal wear, unless specifically excluded in another provision (i.e., "Items Not Covered"; "Clarifications"; or "Other Conditions"). All replacement parts will be new or refurbished to meet Industry Standards.

#### **CONTRACTOR TO COMPLY WITH LAWS**

In the performance of the contract, the Contractor agrees they will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction within the city limits of Rapid City, and in Pennington County, South Dakota.

#### **INSURANCE**

Prior to performing any work, the Contractor shall submit a Certificate of Insurance to Pennington County Housing & Redevelopment Commission. Such insurance will protect him/her and the Pennington County Housing & Redevelopment Commission from claims for damages because of bodily injury (including death), or property damage, which may arise out of and during operations in connection with the work, whether such operations be made by the person or by anyone directly employed by the person. All insurance shall be carried with companies which are financially responsible and admitted doing business in the State of South Dakota. Insurance shall not be cancelled, changed, or allowed to lapse until Work has been completed and accepted. In the event of cancellation, change, or expiration, thirty days' written notice shall be given to the PCHRC, and certificates shall bear acknowledgement of this requirement. No work or payments will be made until all insurance certificates have been filed and approved.

#### **TERMINATION CLAUSE**

The contractor's failure to keep elevators in satisfactory and safe operating condition with such a demand presented by PCHRC within thirty (30) days will constitute a material breach and PCHRC may terminate the contract. If the demand is not complied with in the time specified PCHRC may contract with a third party to perform such work and charge the total cost thereof to the contract.

The contract agreement may be terminated by either party through written (30) day notice to the other party, said notice providing that cancellation shall be effective (30) days after receipt of the notice.

The Contractor shall not be responsible for failure to render the service for cause beyond its control, including strikes and labor disputes.

The contract agreement is not transferable to another party without the written consent of the Owner.

## **Attachment #1**

### **ADDITIONAL BID PROPOSAL INFORMATION / RATED FACTORS**

The following factors will be used in evaluating proposals for the Elevator Inspection & Maintenance Service and selecting the successful bidder. The proposals will be scored on a 100-point rating scale.

1. Scope of Vendor's proposed "Full Preventative Maintenance" Program (30 points)
2. "Fixed" Monthly/Annual cost of proposed maintenance program (30 points)
3. Additional costs (Percentage markup on parts and Hourly rates for out of contract scope and response time for emergency response.) (10 points)
4. Company's qualifications and capabilities (15 points)
5. Demonstrated ability to perform quality work in a timely, professional manner. Please submit (2) "written" references (to include the name of business, point of contact, and phone numbers and email address). (10 points)
6. Section 3 Qualified Business Concern (5 points)



**Attachment #2:**

Proposer must address the following items in their proposal:

- Company's recommended/proposed "Full Preventative Maintenance" program.
- Company's qualifications and capabilities
- Hourly rates for out of contract scope and response time for emergency response.
- "Fixed" Monthly/Annual cost of proposed maintenance program
- Percentage markup on parts
- Copy of Company Monthly Maintenance Checklist
- Certificate of Insurance
- Acknowledgment and Certification Signature Sheet
- Exhibit #1 - Section 3
- Non-Collusive Affidavit
- Form HUD-5369 - Certification & Representations of Offerors – Non-Construction Contracts
- Form HUD-5370-C - General Conditions for Non-Construction Contracts
- Wage Determinations

\*Proposers acknowledge wage determination rates upon Proposal Submission

## **ACKNOWLEDGEMENT AND CERTIFICATION**

The undersigned, having familiarized themselves with the service description, scope of bid, and necessary qualifications prepared by Pennington County Housing & Redevelopment Commission, hereby proposes to furnish all labor, materials, equipment and skills required for the complete work to be done and performed in accordance with the proposal presented. NOTE: PCHRC is exempt from State Sales Tax.

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Legal Firm Name

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Title

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Signature

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Authorized Representative

## SECTION 3

**WHAT IS A SECTION 3 BUSINESS CONCERN?** A Section 3 Business Concern is a business concern, as defined in this section –

1. That is fifty-one percent (51%) or more owned by Section 3 residents: or
2. Whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents: or
3. That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) or (2) above.

Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preferences in Contracting and Demonstration of Capability Form – Exhibit 1).

Contractor to ensure and certify that at least 30% of any new hires, as a result of being awarded this contract, is provided to Public Housing residents of PCHRC and/or persons who live within the boundaries of Pennington County, South Dakota, and who have a household income that falls below HUD’s income limits. SEE SECTION 3 INCOME LIMITS

<b>SECTION 3 INCOME LIMITS</b>		
All residents of public housing developments of the Pennington County Housing & Redevelopment Commission qualify as Section 3 residents. Additionally, individuals residing in Pennington County, South Dakota, who meet the income limits set forth below can also qualify for Section 3 status.		
(2014) Eligibility Guidelines (Effective May 15, 2023)		
Number in Household	Very Low Income* 50% of Median Income	Low Income* 80% of Median Income
1 individual	31,400	50,250
2 individuals	35,900	57,400
3 individuals	40,400	64,600
4 individuals	44,850	71,750
5 individuals	48,450	77,500
6 individuals	52,050	83,250
7 individuals	55,650	89,000
8 individuals	59,250	94,750

**Low Income:** 80% or below the median income of Pennington County, South Dakota.

**Very Low Income:** 50% or below the median income of Pennington County, South Dakota.

### **Mandatory Section 3 Clause**

- 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 of 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.
- 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.
- The contractor agrees to send to each labor organization or representative or 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.
- 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.
- 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.
- 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.
- With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

END OF SECTION 3 [Mandatory Clause]

**EXHIBIT 1**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

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 a Section 3 resident-owned enterprise:**

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

**For business entity as applicable:**

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

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

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

**For businesses 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 the date of first employment with the business:**

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

(Corporate Seal)

Attested by: \_\_\_\_\_

**Non-Collusive Affidavit**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

That he is \_\_\_\_\_

(A partner or officer of the firm, corporation, of, etc.)

The party making the foregoing proposal or bid and attests to the following:

- 1. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project of in securing the public contract were in the regular course of their duties for affiant; and
- 2. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract normal compensation to persons regularly employed by the affiant whose service in connection with the construction of the public building or project was in the regular course of their duties for an affiant.
- 3. That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put is a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of the said bid price, or of that of any other bidder, or to secure any advantage against the (Local Body) Pennington County Housing and Redevelopment Commission or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Signature)

\*(Bidder: If the bidder is an individual; all partners, if the bidder is a partnership; Officer: if the bidder is a corporation)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature)

My commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Form HUD-5369 Certification & Representations of Offerors – Non-  
Construction Contracts**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

**Form HUD-5370-C General Conditions for Non-Construction Contracts**

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

**Applicability. This form HUD-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

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.

## Wage Determination Rates

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director		Wage Determination No.: 2015-5367 Revision No.: 23 Date Of Last Revision: 07/19/2023
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

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

State: South Dakota

Area: South Dakota Counties of Custer, Meade, Pennington

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.74***
01012 - Accounting Clerk II		16.56
01013 - Accounting Clerk III		18.52
01020 - Administrative Assistant		22.06
01035 - Court Reporter		18.63
01041 - Customer Service Representative I		13.67***
01042 - Customer Service Representative II		14.91***
01043 - Customer Service Representative III		16.75
01051 - Data Entry Operator I		13.60***
01052 - Data Entry Operator II		14.84***
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		14.84***
01090 - Duplicating Machine Operator		14.84***
01111 - General Clerk I		14.06***
01112 - General Clerk II		15.34***
01113 - General Clerk III		17.23

01120 - Housing Referral Assistant	20.77
01141 - Messenger Courier	12.10***
01191 - Order Clerk I	13.60***
01192 - Order Clerk II	14.84***
01261 - Personnel Assistant (Employment) I	16.67
01262 - Personnel Assistant (Employment) II	18.63
01263 - Personnel Assistant (Employment) III	20.94
01270 - Production Control Clerk	21.93
01290 - Rental Clerk	15.53***
01300 - Scheduler, Maintenance	16.67
01311 - Secretary I	16.67
01312 - Secretary II	18.63
01313 - Secretary III	20.77
01320 - Service Order Dispatcher	16.35
01410 - Supply Technician	22.06
01420 - Survey Worker	17.32
01460 - Switchboard Operator/Receptionist	15.00***
01531 - Travel Clerk I	14.12***
01532 - Travel Clerk II	15.00***
01533 - Travel Clerk III	15.91***
01611 - Word Processor I	14.84***
01612 - Word Processor II	16.67
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.56
05010 - Automotive Electrician	21.02
05040 - Automotive Glass Installer	19.67
05070 - Automotive Worker	19.67
05110 - Mobile Equipment Servicer	16.99
05130 - Motor Equipment Metal Mechanic	22.34
05160 - Motor Equipment Metal Worker	19.67
05190 - Motor Vehicle Mechanic	22.34
05220 - Motor Vehicle Mechanic Helper	15.62***
05250 - Motor Vehicle Upholstery Worker	18.32
05280 - Motor Vehicle Wrecker	19.67
05310 - Painter, Automotive	21.02
05340 - Radiator Repair Specialist	19.67
05370 - Tire Repairer	15.09***
05400 - Transmission Repair Specialist	22.34
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.52***
07041 - Cook I	15.79***
07042 - Cook II	18.28
07070 - Dishwasher	12.27***
07130 - Food Service Worker	12.72***
07210 - Meat Cutter	16.63
07260 - Waiter/Waitress	12.09***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.12
09040 - Furniture Handler	14.19***
09080 - Furniture Refinisher	23.12
09090 - Furniture Refinisher Helper	17.18
09110 - Furniture Repairer, Minor	20.16
09130 - Upholsterer	23.12
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.58***
11060 - Elevator Operator	14.09***
11090 - Gardener	19.06
11122 - Housekeeping Aide	14.09***
11150 - Janitor	14.09***
11210 - Laborer, Grounds Maintenance	14.47***
11240 - Maid or Houseman	12.36***
11260 - Pruner	12.96***
11270 - Tractor Operator	17.52
11330 - Trail Maintenance Worker	14.47***



11360 - Window Cleaner	15.73***
12000 - Health Occupations	
12010 - Ambulance Driver	17.35
12011 - Breath Alcohol Technician	20.01
12012 - Certified Occupational Therapist Assistant	27.46
12015 - Certified Physical Therapist Assistant	23.51
12020 - Dental Assistant	21.89
12025 - Dental Hygienist	36.80
12030 - EKG Technician	30.67
12035 - Electroneurodiagnostic Technologist	30.67
12040 - Emergency Medical Technician	17.35
12071 - Licensed Practical Nurse I	17.89
12072 - Licensed Practical Nurse II	20.01
12073 - Licensed Practical Nurse III	22.31
12100 - Medical Assistant	17.35
12130 - Medical Laboratory Technician	23.11
12160 - Medical Record Clerk	20.21
12190 - Medical Record Technician	22.60
12195 - Medical Transcriptionist	19.82
12210 - Nuclear Medicine Technologist	43.98
12221 - Nursing Assistant I	12.22***
12222 - Nursing Assistant II	13.74***
12223 - Nursing Assistant III	14.99***
12224 - Nursing Assistant IV	16.84
12235 - Optical Dispenser	15.59***
12236 - Optical Technician	17.89
12250 - Pharmacy Technician	17.96
12280 - Phlebotomist	15.60***
12305 - Radiologic Technologist	28.58
12311 - Registered Nurse I	24.74
12312 - Registered Nurse II	30.25
12313 - Registered Nurse II, Specialist	30.25
12314 - Registered Nurse III	36.60
12315 - Registered Nurse III, Anesthetist	36.60
12316 - Registered Nurse IV	43.87
12317 - Scheduler (Drug and Alcohol Testing)	24.79
12320 - Substance Abuse Treatment Counselor	22.32
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.36
13012 - Exhibits Specialist II	21.51
13013 - Exhibits Specialist III	26.31
13041 - Illustrator I	17.36
13042 - Illustrator II	21.51
13043 - Illustrator III	26.31
13047 - Librarian	23.82
13050 - Library Aide/Clerk	13.82***
13054 - Library Information Technology Systems Administrator	21.51
13058 - Library Technician	16.28
13061 - Media Specialist I	15.52***
13062 - Media Specialist II	17.36
13063 - Media Specialist III	19.35
13071 - Photographer I	15.52***
13072 - Photographer II	17.36
13073 - Photographer III	21.51
13074 - Photographer IV	26.31
13075 - Photographer V	31.83
13090 - Technical Order Library Clerk	17.36
13110 - Video Teleconference Technician	15.52***
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.38***
14042 - Computer Operator II	17.21
14043 - Computer Operator III	19.18
14044 - Computer Operator IV	21.32
14045 - Computer Operator V	23.61

14071 - Computer Programmer I	20.48
14072 - Computer Programmer II	25.37
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.38***
14160 - Personal Computer Support Technician	24.25
14170 - System Support Specialist	23.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.53
15020 - Aircrew Training Devices Instructor (Rated)	38.15
15030 - Air Crew Training Devices Instructor (Pilot)	45.73
15050 - Computer Based Training Specialist / Instructor	31.53
15060 - Educational Technologist	29.57
15070 - Flight Instructor (Pilot)	45.73
15080 - Graphic Artist	19.69
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.73
15086 - Maintenance Test Pilot, Rotary Wing	45.73
15088 - Non-Maintenance Test/Co-Pilot	45.73
15090 - Technical Instructor	21.69
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.51
15120 - Tutor	17.51
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.81***
16030 - Counter Attendant	11.81***
16040 - Dry Cleaner	13.49***
16070 - Finisher, Flatwork, Machine	11.81***
16090 - Presser, Hand	11.81***
16110 - Presser, Machine, Drycleaning	11.81***
16130 - Presser, Machine, Shirts	11.81***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.81***
16190 - Sewing Machine Operator	14.05***
16220 - Tailor	14.61***
16250 - Washer, Machine	12.37***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.92
19040 - Tool And Die Maker	30.07
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.24
21030 - Material Coordinator	21.93
21040 - Material Expediter	21.93
21050 - Material Handling Laborer	15.31***
21071 - Order Filler	13.79***
21080 - Production Line Worker (Food Processing)	18.24
21110 - Shipping Packer	17.91
21130 - Shipping/Receiving Clerk	17.91
21140 - Store Worker I	13.23***
21150 - Stock Clerk	18.40
21210 - Tools And Parts Attendant	18.24
21410 - Warehouse Specialist	18.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.87
23019 - Aircraft Logs and Records Technician	25.37
23021 - Aircraft Mechanic I	30.94
23022 - Aircraft Mechanic II	32.87
23023 - Aircraft Mechanic III	34.78
23040 - Aircraft Mechanic Helper	21.63
23050 - Aircraft, Painter	29.11
23060 - Aircraft Servicer	25.37
23070 - Aircraft Survival Flight Equipment Technician	29.11
23080 - Aircraft Worker	27.24
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	27.24

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	30.94
II		
23110	- Appliance Mechanic	23.92
23120	- Bicycle Repairer	19.33
23125	- Cable Splicer	37.65
23130	- Carpenter, Maintenance	18.44
23140	- Carpet Layer	22.38
23160	- Electrician, Maintenance	24.43
23181	- Electronics Technician Maintenance I	24.28
23182	- Electronics Technician Maintenance II	25.95
23183	- Electronics Technician Maintenance III	27.58
23260	- Fabric Worker	20.85
23290	- Fire Alarm System Mechanic	26.21
23310	- Fire Extinguisher Repairer	19.33
23311	- Fuel Distribution System Mechanic	30.98
23312	- Fuel Distribution System Operator	24.20
23370	- General Maintenance Worker	19.06
23380	- Ground Support Equipment Mechanic	30.94
23381	- Ground Support Equipment Servicer	25.37
23382	- Ground Support Equipment Worker	27.24
23391	- Gunsmith I	19.33
23392	- Gunsmith II	22.38
23393	- Gunsmith III	25.43
23410	- Heating, Ventilation And Air-Conditioning Mechanic	24.63
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	26.16
23430	- Heavy Equipment Mechanic	28.83
23440	- Heavy Equipment Operator	23.21
23460	- Instrument Mechanic	25.43
23465	- Laboratory/Shelter Mechanic	23.92
23470	- Laborer	15.31***
23510	- Locksmith	23.92
23530	- Machinery Maintenance Mechanic	24.26
23550	- Machinist, Maintenance	22.19
23580	- Maintenance Trades Helper	17.77
23591	- Metrology Technician I	25.43
23592	- Metrology Technician II	27.01
23593	- Metrology Technician III	28.59
23640	- Millwright	25.43
23710	- Office Appliance Repairer	20.11
23760	- Painter, Maintenance	19.17
23790	- Pipefitter, Maintenance	25.36
23810	- Plumber, Maintenance	23.86
23820	- Pneudraulic Systems Mechanic	25.43
23850	- Rigger	25.43
23870	- Scale Mechanic	22.38
23890	- Sheet-Metal Worker, Maintenance	21.18
23910	- Small Engine Mechanic	20.88
23931	- Telecommunications Mechanic I	28.84
23932	- Telecommunications Mechanic II	30.64
23950	- Telephone Lineman	27.17
23960	- Welder, Combination, Maintenance	20.47
23965	- Well Driller	25.43
23970	- Woodcraft Worker	25.43
23980	- Woodworker	19.33
24000	- Personal Needs Occupations	
24550	- Case Manager	14.30***
24570	- Child Care Attendant	11.23***
24580	- Child Care Center Clerk	14.00***
24610	- Chore Aide	15.12***
24620	- Family Readiness And Support Services Coordinator	14.30***
24630	- Homemaker	15.00***

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.86
25040 - Sewage Plant Operator	21.73
25070 - Stationary Engineer	24.86
25190 - Ventilation Equipment Tender	17.38
25210 - Water Treatment Plant Operator	21.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.04
27007 - Baggage Inspector	15.17***
27008 - Corrections Officer	23.45
27010 - Court Security Officer	21.91
27030 - Detection Dog Handler	16.97
27040 - Detention Officer	23.45
27070 - Firefighter	21.41
27101 - Guard I	15.17***
27102 - Guard II	16.97
27131 - Police Officer I	24.24
27132 - Police Officer II	26.95
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.39
28042 - Carnival Equipment Repairer	17.83
28043 - Carnival Worker	12.12***
28210 - Gate Attendant/Gate Tender	23.28
28310 - Lifeguard	16.60
28350 - Park Attendant (Aide)	26.04
28510 - Recreation Aide/Health Facility Attendant	19.00
28515 - Recreation Specialist	31.35
28630 - Sports Official	20.73
28690 - Swimming Pool Operator	20.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.38
29020 - Hatch Tender	22.38
29030 - Line Handler	22.38
29041 - Stevedore I	20.85
29042 - Stevedore II	23.92
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.69
30022 - Archeological Technician II	20.90
30023 - Archeological Technician III	25.90
30030 - Cartographic Technician	25.90
30040 - Civil Engineering Technician	24.15
30051 - Cryogenic Technician I	28.68
30052 - Cryogenic Technician II	31.67
30061 - Drafter/CAD Operator I	18.69
30062 - Drafter/CAD Operator II	20.90
30063 - Drafter/CAD Operator III	23.30
30064 - Drafter/CAD Operator IV	28.68
30081 - Engineering Technician I	16.64
30082 - Engineering Technician II	18.69
30083 - Engineering Technician III	20.90
30084 - Engineering Technician IV	25.90
30085 - Engineering Technician V	31.67
30086 - Engineering Technician VI	38.32
30090 - Environmental Technician	25.90
30095 - Evidence Control Specialist	25.90
30210 - Laboratory Technician	23.30
30221 - Latent Fingerprint Technician I	28.68
30222 - Latent Fingerprint Technician II	31.67
30240 - Mathematical Technician	25.90
30361 - Paralegal/Legal Assistant I	18.97
30362 - Paralegal/Legal Assistant II	23.50
30363 - Paralegal/Legal Assistant III	28.74

30364 - Paralegal/Legal Assistant IV	34.77
30375 - Petroleum Supply Specialist	31.67
30390 - Photo-Optics Technician	25.90
30395 - Radiation Control Technician	31.67
30461 - Technical Writer I	25.90
30462 - Technical Writer II	31.67
30463 - Technical Writer III	38.32
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	28.68
30502 - Weather Forecaster II	34.88
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.30
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	14.55***
31030 - Bus Driver	20.68
31043 - Driver Courier	17.63
31260 - Parking and Lot Attendant	13.06***
31290 - Shuttle Bus Driver	15.18***
31310 - Taxi Driver	14.12***
31361 - Truckdriver, Light	19.17
31362 - Truckdriver, Medium	20.68
31363 - Truckdriver, Heavy	24.23
31364 - Truckdriver, Tractor-Trailer	24.23
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	12.52***
99050 - Desk Clerk	13.09***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	13.79***
99252 - Laboratory Animal Caretaker II	15.00***
99260 - Marketing Analyst	28.85
99310 - Mortician	27.37
99410 - Pest Controller	23.70
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	17.17
99711 - Recycling Specialist	20.67
99730 - Refuse Collector	15.50***
99810 - Sales Clerk	14.12***
99820 - School Crossing Guard	14.94***
99830 - Survey Party Chief	27.82
99831 - Surveying Aide	17.91
99832 - Surveying Technician	23.30
99840 - Vending Machine Attendant	18.55
99841 - Vending Machine Repairer	23.36
99842 - Vending Machine Repairer Helper	18.55

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

related to user or system design specifications;

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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



5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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