

# **Pennington County Housing and Redevelopment Commission**

**Mechanical Equipment Maintenance Services**

Multiple Locations

**Request For Proposals**

**January 10, 2025**



# TABLE OF CONTENTS

## TABLE OF CONTENTS

### REQUEST FOR PROPOSALS

#### INSTRUCTIONS FOR BIDDERS

*GENERAL DESCRIPTION*

*PROPERTY AND GENERAL MECHANICAL UNIT INFORMATION*

*SERVICES TO BE PERFORMED*

*RECORDS*

*PERMITS AND FEES*

*CONTRACTOR TO COMPLY WITH LAWS*

*INSURANCE*

*TERMINATION CLAUSE*

*Attachment #1*

*Attachment #2:*

#### PROPOSED COST FOR MECHANICAL MAINTENANCE SERVICES

*OTHER SERVICES:*

#### ACKNOWLEDGEMENT AND CERTIFICATION

##### SECTION 3

*Mandatory Section 3 Clause*

*EXHIBIT 1*

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

#### Non-Collusive Affidavit

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

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

**Wage Determination Rates**

# REQUEST FOR PROPOSALS

The Pennington County Housing and Redevelopment Commission is requesting bid proposals from qualified contractors until **2:00 P.M., Wednesday February 5, 2025**, for providing Mechanical Equipment Maintenance Services at multiple locations for a four (4) year period from March 1, 2025, through February 28, 2029. All associated costs quoted for providing these services shall remain fixed for the duration of this period.

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. RFPs 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 **Mechanical Equipment Maintenance Services** at the locations listed below for a four (4) year period from March 1, 2025, through February 28, 2029. 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 **2:00 P.M., Wednesday February 5, 2025**, at the location below:

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

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

**Rapid City, SD 57702**

**Attn: Jonathon Hinton**

**PCHRC management anticipates completion of reviews and negotiations along with Board Approval by Thursday February 16, 2025**

### **Notice:**

All facilities are in Pennington County, South Dakota. If inspections of the Mechanical and other site conditions are desired, please contact, a minimum of one day in advance to schedule a visit with:

Jonathon Hinton

Construction and Modernization Coordinator

[jonathon@pchrc.com](mailto:jonathon@pchrc.com)

605.209.9489

**PROPERTY AND GENERAL MECHANICAL UNIT INFORMATION**

BUILDING / ADDRESS	PROPERTY AND GENERAL MECHANICAL UNIT INFORMATION
<p><b>Jackson Heights Apartments</b> 1805 W. Fulton St., Rapid City, SD 57702</p>	<p><b>A six story (105) unit apartment building</b> Three (3) Lochnivar Copper Fin II Boilers Two (2) Lochnivar Power Fin Domestic hot emergency water boilers One (1) Domestic water booster pump station Three (2) Fan coil units:  <ul style="list-style-type: none"> <li>- 7<sup>th</sup> floor penthouse</li> <li>- Mechanical room garage</li> </ul> Associated circulating pumps</p>
<p><b>Valley View Apartments</b> 636 Cathedral Dr. Rapid City, SD 57701</p>	<p><b>An eight story (97) unit apartment building</b> Two (2) Lochnivar Copper Fin II Boilers One (1) Reillos boiler Two (2) Fan coil units  <ul style="list-style-type: none"> <li>- Mechanical room garage</li> <li>- 9<sup>th</sup> floor penthouse</li> </ul> Associated circulating pumps</p>
<p><b>River Ridge Apartments</b> 330 Philadelphia St., Rapid City, SD 57701</p>	<p><b>A five story (56) unit apartment building</b> Three (3) EVO Boilers Two (2) Fan Coil units  <ul style="list-style-type: none"> <li>- Mechanical room</li> <li>- Trash machine room</li> <li>- East entry by elevators</li> </ul> Associated circulating pumps</p>
<p><b>Edwards Manor</b> 3510, 3560, 3590 Black Fox Dr., Rapid City, SD 57701</p>	<p><b>3510 - Bldg "A", 3560 - Bldg "C" and 3590- Bldg "D"</b> <b>There are three separate one story buildings. Each contain:</b> Two (2) Weil-McLain Gold GV Series 3 Boilers Associated circulating pumps</p>
<p><b>Memorial Park Apartments</b> 420 Philadelphia St., Rapid City, SD 57701</p>	<p><b>This is a three story 61-unit apartment building.</b> Three (3) Burnham Boilers Associated booster circulating pumps (one outside of mechanical room) Ceiling hung McQuay heating fan coil unit in the vestibule</p>

## **SERVICES TO BE PERFORMED**

The Contractor shall provide all tools, materials, and labor necessary to perform at minimum **two (2)** maintenance inspections functions per year on the specified Mechanical units herein. This work shall be performed during regular business hours **at least twice a year** (unless specified otherwise in this contract) throughout the duration of the service agreement. The contractor should schedule inspections prior to the onset of the cold season and the hot season to ensure optimal system performance and identify any potential issues before extreme weather conditions.

**The Contractor shall ensure that trained, qualified, and competent technicians are used perform this service.**

The Contractor will provide the following minimal services (including, but not necessarily limited to):

### **BOILERS**

- Check gauges (pressure, temperature, water level) for accuracy.
- Inspect pumps, motors, and fans for smooth operation.
- Verify the alignment and tightness of belts and couplings.
- Examine the burner assembly for cleanliness and proper alignment.
- Check all linkages on burner controls and on the automatic draft controllers.
- Check air damper on burner.
- Check valve operation in gas train.
- Check pilot and igniter, look at the integrity of the flame.
- Test ignition systems for proper operation.
- Disassemble and check LWCO and ALWCO for sludge, corrosion or electrical switch defects.
- Verify and tune up burners and settings.
- Inspect the fire side for soot or damage and water side for scale or corrosion & clean the boiler inside and out.
- Hydro test boiler for leaks (tube joints and piping).
- Inspect all refractory for fallen broken chunks.
- Check gas regulator pressure settings.
- Replace or re-certify safety valves.
- Bubble test fuel train safety shut-off valves.

### **FAN COIL UNITS**

- Clean motor and fan assembly. Visually inspect for leaks, check motor for proper operation and lubricate every 6-months, check and replace belts (if applicable). Check glycol level and report.

### **WATER PUMP BOOSTER**

- Shall be visually inspected for leaks, lines cleaned, strainers cleaned, mechanical linkages and motors lubricated (as required) at least twice yearly.

### **CIRCULATING PUMP/MOTORS**

- Clean motor and pump assembly. Inspect for proper operation and excessive vibration. Visually inspect for leaks. Ensure all electrical box covers are in place. Lubricate motors as recommended by the Manufacturer with acceptable type and grade of oil or grease.

Any additional labor and parts, other than those required to perform the necessary testing, will be billed to the Owner at standard rates proposed herein. The Contractor shall consult with the Owner or their representative before performing any additional labor or installing any additional parts. Such work shall be verified and approved before the work is done. The Owner reserves the right to reject proposals for additional work and

contract with a Contractor of its choice for such work. If the work is approved, a complete report of the work performed shall be submitted with your invoice.

## **RECORDS**

The Contractor will clean, inspect, observe and perform operation checks and test, service all associated equipment, record all work performed in logbooks and/or charts, and furnish to the owner each visit.

## **PERMITS AND FEES**

IF APPLICABLE the contractor shall include the costs of any applicable permits, filing fees, etc., that may be required by local authority(s) to keep the buildings in compliance. The contractor shall be responsible for paying these fees to the local authority(s) as they become due for payment.

## **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 perform inspections and keep monitoring services 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 **Mechanical Equipment Maintenance Services** and selecting the successful bidder. The proposals will be scored on a 100-point rating scale.

1. "Fixed" Annual cost of proposed maintenance program (30 points)
2. Additional costs (Percentage markup on parts and hourly rates for out of contract scope and response time for emergency response.) (20 points)
3. Company's qualifications and capabilities (30 points)
4. 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)
5. Section 3 Qualified Business Concern (10 points)



**Attachment #2:**

Proposer must address the following items in their proposal:

- “Fixed” Annual cost of proposed maintenance program
- Hourly rates for out of contract scope and response time for emergency response.
- Acknowledgment and Certification Signature Sheet
- Copy of Company Bi-annual Maintenance Checklist
- Company’s qualifications and capabilities
- Certificate of Insurance
- Exhibit #1 - Section 3
- Non-Collusive Affidavit
- Form HUD-5369-C - 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

## PROPOSED COST FOR MECHANICAL MAINTENANCE SERVICES

The Annual Costs quoted above shall remain firm throughout the four (4) year contract period. In the event changes are necessary (e.g. quantities, scope of work, etc.), such changes will be submitted in writing, by either party, and fees (if necessary) adjusted accordingly as mutually agreed upon by the contractor and PCHRC. Billing and payment for these services shall be paid upon completion of each bi-annual service. The cost includes all applicable state, federal, and excise taxes that would affect the amount of the proposal. Please note that Pennington County Housing and Redevelopment Commission is exempt from State Sales tax.

BUILDING / ADDRESS	PROPERTY AND GENERAL MECHANICAL UNIT INFORMATION	ANNUAL COSTS
<b>Jackson Heights Apartments</b> 1805 W. Fulton St., Rapid City, SD 57702	<b>A six story (105) unit apartment building</b> Three (3) Lochnivar Copper Fin II Boilers Two (2) Lochnivar Power Fin Domestic hot emergency water boilers One (1) Domestic water booster pump station Three (2) Fan coil units: <ul style="list-style-type: none"> <li>- 7<sup>TH</sup> floor penthouse</li> <li>- Mechanical room garage</li> </ul> Associated circulating pumps	\$ _____
<b>Valley View Apartments</b> 636 Cathedral Dr. Rapid City, SD 57701	<b>An eight story (97) unit apartment building</b> Two (2) Lochnivar Copper Fin II Boilers One (1) Reillos boiler Two (2) Fan coil units <ul style="list-style-type: none"> <li>- Mechanical room garage</li> <li>- 9<sup>th</sup> floor penthouse</li> </ul> Associated circulating pumps	\$ _____
<b>River Ridge Apartments</b> 330 Philadelphia St., Rapid City, SD 57701	<b>A five story (56) unit apartment building</b> Three (3) EVO Boilers Two (2) Fan Coil units <ul style="list-style-type: none"> <li>- Mechanical room</li> <li>- Trash machine room</li> <li>- East entry by elevators</li> </ul> Associated circulating pumps	\$ _____
<b>Edwards Manor</b> 3510, 3560, 3590 Black Fox Dr., Rapid City, SD 57701	<b>3510 - Bldg "A", 3560 - Bldg "C" and 3590- Bldg "D"</b> <b>There are three separate one story buildings. Each contain:</b> Two (2) Weil-McLain Gold GV Series 3 Boilers Associated circulating pumps	\$ _____
<b>Memorial Park Apartments</b> 420 Philadelphia St., Rapid City, SD 57701	<b>This is a three story (61) unit apartment building.</b> Three (3) Burnham Boilers Associated booster circulating pumps (one outside of mechanical room) Ceiling hung McQuay heating fan coil unit in the vestibule	\$ _____
<b>Total</b>		\$ _____

**OTHER SERVICES:**

Owner reserves the right to hire or utilize any qualified company to work on their Mechanical Equipment Systems (i.e., troubleshoot, repair and or replace parts, etc.). Please list your shop rates and travel time/expense rates below, in the event that the Owner does select and approves your Company to perform work not included in the regular inspection service work.

\$ \_\_\_\_\_ /Per Hour Standard Hour Labor Rate: Work performed during regular business hours:

\$ \_\_\_\_\_ /Per Hour Emergency Service Labor Rate: Work performed during Non-Business Hours & Saturdays:

\$ \_\_\_\_\_ /Per Hour Sundays & Holidays: Labor rates

**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.

\_\_\_\_\_  
Legal Firm Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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.		
<b>Eligibility Guidelines (Effective April 1, 2024)</b>		
<b>Number in Household</b>	<b>Very Low Income* 50% of Median Income</b>	<b>Low Income* 80% of Median Income</b>
1 individual	31,500	50,350
2 individuals	36,000	57,550
3 individuals	40,500	64,750
4 individuals	44,950	71,900
5 individuals	48,550	77,700
6 individuals	52,150	83,450
7 individuals	55,750	89,200
8 individuals	59,350	94,950

**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:**

- |   |   |
|---|---|
| <input type="checkbox"/> Copy of resident lease   | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence                       |

**For business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                     | <input type="checkbox"/> Certificate of Good Standing             |
| <input type="checkbox"/> Assumed Business Name Certificate                                     | <input type="checkbox"/> Partnership Agreement                    |
| <input type="checkbox"/> List of owners/stockholders and % Ownership of each                   | <input type="checkbox"/> Corporation Annual Report                |
| <input type="checkbox"/> Organization chart with names and titles and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
|  | <input type="checkbox"/> 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:**

- |   |   |
|---|---|
| <input type="checkbox"/> List of all current full-time employees                                | <input type="checkbox"/> List of employees claiming Section 3 status                                      |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from the day of employment | <input type="checkbox"/> 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

(Corporate Seal)

\_\_\_\_\_  
Authorizing Name and Signature

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-B Instructions to Offerors Non-Construction**



# Instructions to Offerors Non-Construction

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

## 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 offers 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 offers 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 subparagraph (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 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 place impression (exclusive of a postage meter machine impression) that readily identifiable without further action as having been supplied and fixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk 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 his 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 identify 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 acknowledgement 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.

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

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

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

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

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

**5. Rights in Data (Ownership and Proprietary Interest)**

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## Wage Determination Rates

<p style="text-align: center;">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</p> <p>By direction of the Secretary of Labor</p>          <p>Daniel W. Simms                      Division of Director                      Wage Determinations</p>		<p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>          <p>Wage Determination No.: 2015-5367 Revision No.: 27 Date Of Last Revision: 12/23/2024</p>
---	--	---

---

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.

<p>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:</p>		<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.</p>
<p>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:</p>		<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 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 2025.</p>

---

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		15.86***
01012 - Accounting Clerk II		17.80
01013 - Accounting Clerk III		19.91
01020 - Administrative Assistant		23.24
01035 - Court Reporter		20.37
01041 - Customer Service Representative I		14.57***
01042 - Customer Service Representative II		15.90***
01043 - Customer Service Representative III		17.84
01051 - Data Entry Operator I		14.87***
01052 - Data Entry Operator II		16.23***
01060 - Dispatcher, Motor Vehicle		18.29
01070 - Document Preparation Clerk		16.23***

01090 - Duplicating Machine Operator	16.23***
01111 - General Clerk I	15.42***
01112 - General Clerk II	16.83***
01113 - General Clerk III	18.89
01120 - Housing Referral Assistant	22.72
01141 - Messenger Courier	13.22***
01191 - Order Clerk I	14.87***
01192 - Order Clerk II	16.23***
01261 - Personnel Assistant (Employment) I	17.98
01262 - Personnel Assistant (Employment) II	20.11
01263 - Personnel Assistant (Employment) III	22.43
01270 - Production Control Clerk	22.45
01290 - Rental Clerk	15.93***
01300 - Scheduler, Maintenance	18.21
01311 - Secretary I	18.21
01312 - Secretary II	20.37
01313 - Secretary III	22.72
01320 - Service Order Dispatcher	16.35***
01410 - Supply Technician	23.24
01420 - Survey Worker	18.31
01460 - Switchboard Operator/Receptionist	16.08***
01531 - Travel Clerk I	15.53***
01532 - Travel Clerk II	16.50***
01533 - Travel Clerk III	17.50***
01611 - Word Processor I	16.23***
01612 - Word Processor II	18.21
01613 - Word Processor III	20.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.56
05010 - Automotive Electrician	21.09
05040 - Automotive Glass Installer	19.73
05070 - Automotive Worker	19.73
05110 - Mobile Equipment Servicer	17.04***
05130 - Motor Equipment Metal Mechanic	22.42
05160 - Motor Equipment Metal Worker	19.73
05190 - Motor Vehicle Mechanic	22.42
05220 - Motor Vehicle Mechanic Helper	15.67***
05250 - Motor Vehicle Upholstery Worker	18.38
05280 - Motor Vehicle Wrecker	19.73
05310 - Painter, Automotive	21.09
05340 - Radiator Repair Specialist	19.73
05370 - Tire Repairer	16.60***
05400 - Transmission Repair Specialist	22.42
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.64***
07041 - Cook I	16.47***
07042 - Cook II	19.07
07070 - Dishwasher	12.67***
07130 - Food Service Worker	13.78***
07210 - Meat Cutter	17.53***
07260 - Waiter/Waitress	13.30***
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	14.88***
11060 - Elevator Operator	15.09***

11090 - Gardener	19.38
11122 - Housekeeping Aide	15.09***
11150 - Janitor	15.09***
11210 - Laborer, Grounds Maintenance	14.71***
11240 - Maid or Houseman	13.48***
11260 - Pruner	13.18***
11270 - Tractor Operator	17.82
11330 - Trail Maintenance Worker	14.71***
11360 - Window Cleaner	16.85***
12000 - Health Occupations	
12010 - Ambulance Driver	17.97
12011 - Breath Alcohol Technician	20.98
12012 - Certified Occupational Therapist Assistant	28.79
12015 - Certified Physical Therapist Assistant	25.78
12020 - Dental Assistant	21.89
12025 - Dental Hygienist	38.37
12030 - EKG Technician	31.80
12035 - Electroneurodiagnostic Technologist	31.80
12040 - Emergency Medical Technician	17.97
12071 - Licensed Practical Nurse I	18.76
12072 - Licensed Practical Nurse II	20.98
12073 - Licensed Practical Nurse III	23.40
12100 - Medical Assistant	17.35***
12130 - Medical Laboratory Technician	23.11
12160 - Medical Record Clerk	21.47
12190 - Medical Record Technician	24.02
12195 - Medical Transcriptionist	21.80
12210 - Nuclear Medicine Technologist	46.11
12221 - Nursing Assistant I	12.34***
12222 - Nursing Assistant II	13.88***
12223 - Nursing Assistant III	15.15***
12224 - Nursing Assistant IV	17.00***
12235 - Optical Dispenser	17.15***
12236 - Optical Technician	18.76
12250 - Pharmacy Technician	19.43
12280 - Phlebotomist	16.29***
12305 - Radiologic Technologist	30.96
12311 - Registered Nurse I	26.28
12312 - Registered Nurse II	32.15
12313 - Registered Nurse II, Specialist	32.15
12314 - Registered Nurse III	38.89
12315 - Registered Nurse III, Anesthetist	38.89
12316 - Registered Nurse IV	46.62
12317 - Scheduler (Drug and Alcohol Testing)	26.00
12320 - Substance Abuse Treatment Counselor	23.35
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.46***
13012 - Exhibits Specialist II	21.64
13013 - Exhibits Specialist III	26.47
13041 - Illustrator I	17.46***
13042 - Illustrator II	21.64
13043 - Illustrator III	26.47
13047 - Librarian	23.96
13050 - Library Aide/Clerk	13.91***
13054 - Library Information Technology Systems Administrator	21.64
13058 - Library Technician	16.65***
13061 - Media Specialist I	15.61***
13062 - Media Specialist II	17.46***
13063 - Media Specialist III	19.47
13071 - Photographer I	15.61***

13072 - Photographer II	17.46***
13073 - Photographer III	21.64
13074 - Photographer IV	26.47
13075 - Photographer V	32.02
13090 - Technical Order Library Clerk	17.46***
13110 - Video Teleconference Technician	15.61***
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91***
14042 - Computer Operator II	17.80
14043 - Computer Operator III	19.85
14044 - Computer Operator IV	22.05
14045 - Computer Operator V	24.42
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	15.91***
14160 - Personal Computer Support Technician	24.25
14170 - System Support Specialist	24.42
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.68
15020 - Aircrew Training Devices Instructor (Rated)	41.97
15030 - Air Crew Training Devices Instructor (Pilot)	50.30
15050 - Computer Based Training Specialist / Instructor	34.68
15060 - Educational Technologist	29.57
15070 - Flight Instructor (Pilot)	50.30
15080 - Graphic Artist	19.69
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	50.30
15086 - Maintenance Test Pilot, Rotary Wing	50.30
15088 - Non-Maintenance Test/Co-Pilot	50.30
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	12.37***
16030 - Counter Attendant	12.37***
16040 - Dry Cleaner	14.13***
16070 - Finisher, Flatwork, Machine	12.37***
16090 - Presser, Hand	12.37***
16110 - Presser, Machine, Drycleaning	12.37***
16130 - Presser, Machine, Shirts	12.37***
16160 - Presser, Machine, Wearing Apparel, Laundry	12.37***
16190 - Sewing Machine Operator	14.72***
16220 - Tailor	15.30***
16250 - Washer, Machine	12.96***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.31
19040 - Tool And Die Maker	33.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.50
21030 - Material Coordinator	22.45
21040 - Material Expediter	22.45
21050 - Material Handling Laborer	16.79***
21071 - Order Filler	15.17***
21080 - Production Line Worker (Food Processing)	19.50
21110 - Shipping Packer	18.27
21130 - Shipping/Receiving Clerk	18.27

21140 - Store Worker I	13.92***
21150 - Stock Clerk	19.36
21210 - Tools And Parts Attendant	19.50
21410 - Warehouse Specialist	19.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.16
23019 - Aircraft Logs and Records Technician	27.91
23021 - Aircraft Mechanic I	34.03
23022 - Aircraft Mechanic II	36.16
23023 - Aircraft Mechanic III	38.26
23040 - Aircraft Mechanic Helper	23.79
23050 - Aircraft, Painter	32.02
23060 - Aircraft Servicer	27.91
23070 - Aircraft Survival Flight Equipment Technician	32.02
23080 - Aircraft Worker	29.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.03
23110 - Appliance Mechanic	26.31
23120 - Bicycle Repairer	21.26
23125 - Cable Splicer	38.21
23130 - Carpenter, Maintenance	19.83
23140 - Carpet Layer	24.62
23160 - Electrician, Maintenance	25.64
23181 - Electronics Technician Maintenance I	25.21
23182 - Electronics Technician Maintenance II	26.95
23183 - Electronics Technician Maintenance III	28.65
23260 - Fabric Worker	22.94
23290 - Fire Alarm System Mechanic	27.24
23310 - Fire Extinguisher Repairer	21.26
23311 - Fuel Distribution System Mechanic	34.08
23312 - Fuel Distribution System Operator	26.62
23370 - General Maintenance Worker	20.97
23380 - Ground Support Equipment Mechanic	34.03
23381 - Ground Support Equipment Servicer	27.91
23382 - Ground Support Equipment Worker	29.96
23391 - Gunsmith I	21.26
23392 - Gunsmith II	24.62
23393 - Gunsmith III	27.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.82
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.42
23430 - Heavy Equipment Mechanic	28.83
23440 - Heavy Equipment Operator	25.14
23460 - Instrument Mechanic	27.97
23465 - Laboratory/Shelter Mechanic	26.31
23470 - Laborer	16.79***
23510 - Locksmith	26.31
23530 - Machinery Maintenance Mechanic	26.69
23550 - Machinist, Maintenance	23.23
23580 - Maintenance Trades Helper	19.55
23591 - Metrology Technician I	27.97
23592 - Metrology Technician II	29.71
23593 - Metrology Technician III	31.45
23640 - Millwright	27.97
23710 - Office Appliance Repairer	22.12
23760 - Painter, Maintenance	21.09
23790 - Pipefitter, Maintenance	27.44
23810 - Plumber, Maintenance	25.82

23820 - Pneudraulic Systems Mechanic	27.97
23850 - Rigger	27.97
23870 - Scale Mechanic	24.62
23890 - Sheet-Metal Worker, Maintenance	22.15
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	22.25
23965 - Well Driller	27.97
23970 - Woodcraft Worker	27.97
23980 - Woodworker	21.26
24000 - Personal Needs Occupations	
24550 - Case Manager	14.70***
24570 - Child Care Attendant	12.08***
24580 - Child Care Center Clerk	15.07***
24610 - Chore Aide	16.63***
24620 - Family Readiness And Support Services Coordinator	14.70***
24630 - Homemaker	15.00***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.86
25040 - Sewage Plant Operator	22.84
25070 - Stationary Engineer	24.86
25190 - Ventilation Equipment Tender	17.38***
25210 - Water Treatment Plant Operator	22.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.18
27007 - Baggage Inspector	16.69***
27008 - Corrections Officer	25.54
27010 - Court Security Officer	22.99
27030 - Detection Dog Handler	18.67
27040 - Detention Officer	25.54
27070 - Firefighter	21.41
27101 - Guard I	16.69***
27102 - Guard II	18.67
27131 - Police Officer I	26.66
27132 - Police Officer II	29.65
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.03
28042 - Carnival Equipment Repairer	19.60
28043 - Carnival Worker	13.33***
28210 - Gate Attendant/Gate Tender	24.16
28310 - Lifeguard	16.60***
28350 - Park Attendant (Aide)	27.02
28510 - Recreation Aide/Health Facility Attendant	19.73
28515 - Recreation Specialist	33.48
28630 - Sports Official	21.53
28690 - Swimming Pool Operator	22.70
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.62
29020 - Hatch Tender	24.62
29030 - Line Handler	24.62
29041 - Stevedore I	22.94
29042 - Stevedore II	26.31
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	19.44
30022 - Archeological Technician II	21.74



30023 - Archeological Technician III	26.94
30030 - Cartographic Technician	26.94
30040 - Civil Engineering Technician	24.74
30051 - Cryogenic Technician I	29.84
30052 - Cryogenic Technician II	32.96
30061 - Drafter/CAD Operator I	19.44
30062 - Drafter/CAD Operator II	21.74
30063 - Drafter/CAD Operator III	24.25
30064 - Drafter/CAD Operator IV	29.84
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.96
30086 - Engineering Technician VI	39.87
30090 - Environmental Technician	26.94
30095 - Evidence Control Specialist	26.94
30210 - Laboratory Technician	24.25
30221 - Latent Fingerprint Technician I	29.84
30222 - Latent Fingerprint Technician II	32.96
30240 - Mathematical Technician	26.94
30361 - Paralegal/Legal Assistant I	20.87
30362 - Paralegal/Legal Assistant II	25.85
30363 - Paralegal/Legal Assistant III	31.61
30364 - Paralegal/Legal Assistant IV	38.25
30375 - Petroleum Supply Specialist	32.96
30390 - Photo-Optics Technician	26.94
30395 - Radiation Control Technician	32.96
30461 - Technical Writer I	26.94
30462 - Technical Writer II	32.96
30463 - Technical Writer III	39.87
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	29.84
30502 - Weather Forecaster II	36.29
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.25
30621 - Weather Observer, Senior	(see 2) 26.94
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
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	25.00
31364 - Truckdriver, Tractor-Trailer	25.00
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	13.60***
99050 - Desk Clerk	13.72***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	15.17***
99252 - Laboratory Animal Caretaker II	16.50***

99260 - Marketing Analyst	31.40
99310 - Mortician	28.73
99410 - Pest Controller	24.94
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.17***
99711 - Recycling Specialist	20.67
99730 - Refuse Collector	15.50***
99810 - Sales Clerk	15.10***
99820 - School Crossing Guard	15.72***
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 (\$17.75 per hour) or 13658 (\$13.30 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. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

---

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: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 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))."