



**REQUEST FOR PROPOSALS (RFP)**

**HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)  
REPLACEMENT – PARKVIEW TERRACE CAMPUS**

**RFP No. 2025-01**

**January 24, 2025**

**PROPOSAL DEADLINE:  
4:00 p.m. (EST), Tuesday, February 18, 2025**

**HOUSING AUTHORITY OF THE CITY OF NEW ALBANY  
300 ERNI AVE.  
POST OFFICE BOX 11  
NEW ALBANY, INDIANA 47150  
[www.newalbanyhousingauthority.org](http://www.newalbanyhousingauthority.org)**

**New Albany Housing Authority  
HVAC Replacement**

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## INSTRUCTIONS TO BIDDERS

### **General**

The Housing Authority of the City of New Albany, Indiana (NAHA) is seeking proposals from qualified HVAC Contractors for the replacement of approximately 106 residential HVAC units at its Parkview Terrace campus. Work under this solicitation includes the removal and proper disposal of the current HVAC equipment. The work is to be completed by June 30, 2025.

The Contractor will be responsible for all documents needed to secure permits under the project, including local and state permits as required by the City of New Albany and Indiana. This will be done in consultation with NAHA.

The Contractor shall provide all necessary supplies and services to complete all required tasks under this solicitation, including labor, materials, equipment, transportation, insurance, and project administration.

NAHA invites experienced HVAC Companies with offices in Southern Indiana and the Louisville, KY metro area to respond to this solicitation. It encourages Minority, Women, and Disadvantaged Business Enterprise (M/W/DBE) firms to actively participate in this solicitation.

### **Receipt of Bids**

The New Albany Housing Authority invites and will receive bid proposals on the forms attached hereto, all information on which must be appropriately completed and in the prescribed detail. The entire Proposal may be submitted in-person or by overnight mail. Submissions by mail must be Overnighted via FedEx or UPS to the NAHA Central Office located at 300 Erni Avenue, New Albany, IN 47150. The outside of the envelope must be marked as follows:

**RFP FOR HVAC REPLACEMENT**  
**Attention: Mark Dohrman**  
**812-948-2319**

### **Pre-bid Meeting**

A non-mandatory pre-bid meeting will be held on Wednesday, February 5, 2025, in the Community Room adjacent to the lobby of the administrative building at 300 Erni Ave., New Albany, IN 47150. Attendance at the pre-bid meeting is not required, but it is encouraged. NAHA staff will be available at the meeting to provide further details on the required work and to answer all pertinent questions. A tour of one of the sites will be provided.

### **Agreement**

The Contract shall be the only agreement between the parties. The PHA Board of Commissioners will authorize the Executive Director to sign the best overall proposal or will reject any and all proposals. The Executive Director's signature on the Contract of the best proposer(s) will indicate acceptance of the agreement for the services indicated in the agreement.

## **Name, Address and Legal Status of the Contractor**

The Bid Form must be properly signed and the address of the Contractor given. The legal status of the bidder, whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws. A limited liability company shall execute the bid by its duly authorized managers or other officers in accordance with its articles or organization, operating agreement and/or applicable law. Partnership Contractors shall give full names and addresses of all partners.

If the bidder is a joint venture consisting of a combination of any or all the above entities, each joint venture shall execute the Bid Form.

Anyone signing a Bid Form as an agent or of another or others must submit with their bid legal evidence of their authority to do so.

## **Competency of Bidder**

Each bidder shall provide a brief description of the business to include the number of years in operation, areas of expertise, number of employees to be assigned to the project, experience with a multi-unit project, etc. References for previous multi-unit projects that were completed should be submitted. The opening and reading of the bid shall not be construed as an acceptance of the Contractor as a qualified, responsible bidder. NAHA reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources.

## **Section 3, Minority-owned, and Woman-owned Business Incentive**

In accordance with NAHA's Section 3, Minority-owned, and Woman-owned Business Incentive Policy, all such businesses will have additional weight in the scoring process. Eligibility as a Section 3, Minority-owned, or Woman-owned business must be evidenced on the Preference Certification form. Verification of such status will be obtained by NAHA during the bid evaluation process as necessary.

## **Addenda and Explanations**

Explanations desired by prospective bidders shall be requested of NAHA in writing to Mark Dohrman at [mdohrman@nahain.com](mailto:mdohrman@nahain.com) no later than February 10, 2025. If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder (send an email to Mark Dohrman at [mdohrman@nahain.com](mailto:mdohrman@nahain.com) to be added to the bidder list) and posted to the website [www.newalbanyhousingauthority.org](http://www.newalbanyhousingauthority.org). Any verbal statements by any person prior to the award shall be non-authoritative and non-binding.

Addenda issued to bidders prior to date of receipt of bids shall become a part of the contract document, and all bids shall include the work described in the addenda.

## **Scope of Work**

NAHA has identified 106 apartments that have HVAC units that are in very poor condition and need to be replaced. In the past, units such as these were not replaced until they completely failed. NAHA is seeking a qualified HVAC contractor to remove the old units and replace them prior to June 30, 2025. The 106 apartments selected were constructed in the 1950's and are primarily two-story town homes with two or

three bedrooms with the AC condensing unit on the roof. Work under this solicitation includes the removal and proper disposal of the current HVAC equipment. The Contractor shall provide all necessary supplies and services to complete all required tasks under this solicitation, including labor, materials, equipment, transportation, insurance, and project administration.

The replacement equipment shall consist of a gas furnace, 3.0-ton air conditioner, filter rack and all connections necessary for the safe and efficient operation thereof. Existing line sets and electrical wiring may be re-used if in good condition. Existing thermostats will be re-used or provided by NAHA if necessary.

The work is to be completed by June 30, 2025.

## **Conditions**

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidder shall thoroughly examine and be familiar with the specifications. It is expected that bidders will obtain information concerning the conditions at locations that may affect their work.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its bid or to the contract.

The bidder shall make its own determination as to the conditions and shall assume all risks and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to NAHA.

The bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, as those laws, ordinances, rules and regulations may exist at the effective date of said contract and as they may be amended. Such shall be deemed to be included in the contract as though written out in full in the contract.

## **DETAILED SPECIFICATIONS**

For purposes of determining bid proposal amounts, the work under the awarded contract will be conducted in accordance with the attached Rate Schedule and the following specifications:

Scope of Work: The work under the awarded contract shall consist of the items contained in the bid proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the bid documents.

Resident Peaceful Enjoyment – Surrounding residences may be occupied during the activities. The contractor shall take appropriate measures to keep noise and dust to a minimum and prevent inconvenience and hardship to neighborhood residents

Resident Notification – Notice must be provided to the resident of each occupied unit at least 48 hours prior to the start of work at their apartment. This requirement may be waived if the HVAC in the apartment is inoperable.

Standards of Conduct - The contractor shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. All employees shall wear a photo identification card while working on site at NAHA property.

Removal of Employees - NAHA may request the contractor to immediately remove from assignment to NAHA and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

Neglect of Duty.

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

Theft, vandalism, immoral conduct or any other criminal action.

Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at NAHA.

Supervision - The contractor will provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified supervisor and one or more alternates shall be designated in writing to NAHA prior to contract start. The firm or its designated representative shall be readily available to meet with NAHA personnel. The contractor shall provide the telephone numbers and email addresses where its representative(s) can be reached.

Compliance with Laws: The Contractor shall conduct operations under the contract in compliance with all applicable laws, provided, however, that the general specifications of the contract shall govern the obligations of the Contractor where there exists conflict with ordinances of NAHA on the subject.

Licenses and Taxes: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and pay all applicable taxes required by the PHA, City of New Albany or the State of Indiana.

Indemnity: Contractor will indemnify and hold harmless NAHA, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this contract for a willful or negligent act or omission of NAHA, its officers, agents, servants and employees.

Insurance: The Contractor shall at all times during the contract maintain in full force and effect employers' liability, workers' compensation, public liability and property damage insurance, including contractual liability. All insurance shall be by insurers and for policy limits acceptable to NAHA and before commencement of work thereunder the Contractor agrees to furnish to

NAHA certificates of insurance or other evidence satisfactory to NAHA to the effect that such insurance has been procured and is in force.

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' compensation	Statutory
Employers' Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Auto	\$1,000,000 each occurrence \$2,000,000 aggregate

NAHA shall be included as an additional insured on the aforementioned policies.

Transferability of Contract: Other than by operation of law, no assignment of the contract or right accruing under this contract shall be made in whole or in part by the Contractor without express written consent of NAHA.

Smoke Free: All NAHA campuses are smoke free which includes Contractors and their employees. Smoking is not permitted on NAHA property.

Selection: An evaluation committee appointed by the NAHA's Executive Director will score each proposal in accordance with the stated criteria listed below. The evaluation committee members will complete the scoring in accordance with the criteria set forth above, of each Respondent, based on the information provided in the proposal. The recommended Contractor will be selected based on the highest total combined final score from all evaluation committee members. Staff will provide the final recommendations and scores to the Board of Commissioners who will be responsible for final selection of the Contractor.

Bid Amount	70 Points
Contractor Qualifications	20 Points
Minority, Women, and Disadvantaged Business Enterprise (M/W/DBE) firms	05 Points
Previous Satisfactory Work Completed at a NAHA Owned/Managed Property	05 Points

Weather Delays: The contract completion date may be adjusted for weather delays as determined by NAHA. Weather delays are defined as days where the Contractor cannot perform work due to the severity of the weather. The Contractor shall maintain a log of days not worked due to weather and provide NAHA with a written explanation on why work cannot be performed. NAHA, at its discretion, will determine if the delay is warranted due to weather and will notify the Contractor of its decision.

Davis-Bacon and Related Acts: Contractor and all subcontractors must comply with all requirements of the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.



TAXES, PERMITS, BONDS, AND FEES: The bid sum includes all applicable Indiana taxes, permits, bonds, and fees, required by all legal authorities at the location of the Work.

BID GUARANTY: Not Required

PERFORMANCE & PAYMENTS BONDS: Not Required

DAVIS-BACON PREVAILING WAGES: Required

1. In submitting this Bid, it is understood that the right is reserved by the New Albany Housing Authority to reject any and all bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening, thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and furnish the required bond within fourteen (14) days after the contract is presented to them for signature.
2. By signing this bid, the bidder certifies that neither they nor any of their proposed subcontractors are barred or ineligible to be awarded a federally funded contract.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

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Print Name

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Signature

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Date

# Instructions to Offerors Non-Construction

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



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## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

# 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. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

- 
- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

#### **18. Dissemination or Disclosure of Information**

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

#### **19. Contractor's Status**

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

#### **20. Other Contractors**

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

#### **21. Liens**

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

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

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

#### **23. Procurement of Recovered Materials**

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

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

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

## Statement of Certification

Business: \_\_\_\_\_

I do certify that the offering concern is qualified as:

\_\_\_\_ Resident Owned Business

\_\_\_\_ Minority Owned Business or Not for Profit

\_\_\_\_ Woman Owned Business or Not for Profit

\_\_\_\_ Faith Based Organization

Not for Profit Organizations should include proof of 501c(3) status.

Certified by

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

*The Housing Authority of New Albany gives preference to the above groups in making decisions regarding the procurement of goods and services.*

# The Housing Authority of the City of New Albany, Indiana

AGREEMENT made as of the: \_\_\_\_\_ day of February 2025

BETWEEN the Owner: The Housing Authority of the City of New Albany  
300 Erni Ave, PO Box 11  
New Albany, IN 47151

And the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project is: HVAC Replacement – Parkview Terrace Campus

The Owner and Contractor agree as follows:

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), RFP No. 2025-01, Drawings, Specifications, Addenda issued prior to the execution of the Agreement, other documents listed in the Agreement and Modifications issued after execution of the Agreement: these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents and RFP No. 2025-01, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND FINAL COMPLETION

The date of commencement of the Work shall be the day following the date first appearing in this contract.

- 3.1 The Contract Time shall be measured from the date of receipt of all permits required to perform work and all required site conditions provided by owner are completed.

- 3.2 The Contractor shall achieve Final Completion of the entire Work not later than June 30, 2025, subject to adjustments of the Contract Time as provided in the Contract Documents and RFP No. 2025-01, as stated in the general conditions, HUD-5370-A. The Contractor agrees to pay (\$500) five- hundred dollars for each day of delay of the Contract.

#### ARTICLE 4 CONTRACT SUM

- 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ as shown in the contractors' proposal subject to additions and deductions as provided in the Contract Documents.

#### ARTICLE 5 PAYMENTS

##### 5.1 PROGRESS PAYMENTS

- 5.1.1 Based upon Applications for Payment submitted to the Director of Finance and HUD Compliance.
- 5.1.2 The period covered by each Application for Payment for Performance shall be as stated in the Special Conditions 00800, and HUD-5370-A, General Conditions of the Contract for Construction.
- 5.1.3 The Housing Authority agrees to make payment to the Contractor not later than the 10<sup>th</sup> day of the month following submission and approval of billing by Director of Finance and HUD Compliance.
- 5.1.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of TEN percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in HUD-5370-A, General Conditions of the Contract for Construction.
  - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner , suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent(10%);
  - .3 Subtract the aggregate of previous payments made by the Owner ; and
  - .4 Subtract amounts, if any for which the Architect has withheld or nullified a

Certificate for Payment as provided in HUD-5370-A, General Conditions of the Contract for Construction.

.5 Retainage will be released at the completion of project scope.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Final Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architects shall determine for incomplete Work, retainage applicable to such work and unsettled claims in accordance to HUD-5370-A, General Conditions of the Contract for Construction.
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance to HUD-5370-A, General Conditions of the Contract for Construction.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows: As stated in the Special Conditions of the Contract Documents and HUD-5370-A, General Conditions of the Contract for Construction.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor responsibility to correct Work in accordance to HUD-5370-A General Conditions of the Contract for Construction and to satisfy other requirements, if any, which extend beyond final payment; and

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

## ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Clause 3 of HUD-5370-C General Conditions for Non-Construction Contracts for Public Housing.

6.2 The Work may be suspended by the Owner as provided by the special conditions of the Contract, and HUD-5370-C, General Conditions for Non-Construction for Public Housing.

6.3 The Project Owner retains the right to replace the Contractor or any subcontractor on the project at any time if work is not completed to the satisfaction of the Project

Owner. This includes satisfying ALL conditions and specifications identified here in the Contract and RFP No. 2025-01.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in the Agreement to a provision of HUD-5370, General Conditions of the Contract for Construction for Public Housing, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents,

7.2 The Owner's representative is:

David Duggins  
300 Erni Ave  
P O Box 11  
New Albany, IN 47151

E-mail: [dduggins@nahain.com](mailto:dduggins@nahain.com)  
Tel: 812-206-2033  
Fax: 812-206-4563  
Cell: 812-493-4430

7.3 The Contractor's representative is:

_____	E-mail: _____
_____	Tel: _____
_____	Fax: _____
_____	Cell _____

7.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.5 SPECIAL NOTICE TO CONTRACTOR: The Owner, a public housing agency, has implemented a smoke-free campus policy mandated by the Department of Housing and Urban Development. Under the provisions of that mandate all contractors are prohibited from smoking a cigarette, a pipe, or cigar on any property of the owner. Violation of that policy could be grounds for contract termination.

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of the Agreement, are enumerated as follows:

8.1.1 The Agreement is executed in accordance to HUD-5370-C, General Conditions of non- Construction Contracts for Public Housing.

8.1.2 The General Conditions are in accordance to HUD-5370-C, General Conditions of Non-Construction Contracts for Public Housing.

- 8.1.3 The scope of work per the contractors' proposal dated February 2025 in response to and including RFP No. 2025-01.
- 8.1.4. The Contractor shall obtain at contractor's expense all necessary permits and legal documents related to work.
- 8.1.5. Davis-Bacon Wages will apply per General Wage Decision Number: Wage Determination 2015-4717, Rev. 48 12/23/2024.

This Agreement is entered into as of the day and year first written above and is executed in a least two original copies, of which one is to be delivered to the Contractor and the remainder to the Owner.

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

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

David Duggins, Contracting Officer

By: \_\_\_\_\_

Witnessed by \_\_\_\_\_

My Commission expires: \_\_\_\_\_

# Project Wage Rate Sheet

U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards

PROJECT NAME: HVAC Replacement - Parkview Terrace Campus  
WAGE DECISION NUMBER/MODIFICATION NUMBER: 2015-4717 Rev. 28 12/23/24

PROJECT NUMBER: PROJECT COUNTY: Floyd, IN

WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
Plumbers			\$	GROUP #	BHR	TOTAL WAGE
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
23410 HVAC Mech	26.15	5.36	\$31.51			\$
			\$			\$
			\$			\$

**ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)**

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			\$		
			\$		
			\$		
			\$		

"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-4717  
Revision No.: 28  
Date Of Last Revision: 12/23/2024

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.

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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:   determination,	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   if it is higher) for all hours spent   performing on the contract in 2025.
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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:   determination,	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   if it is higher) for all hours spent   performing on the contract in 2025.
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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).

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States: Indiana, Kentucky

Area: Indiana Counties of Clark, Floyd, Harrison, Scott  
Kentucky Counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer, Trimble

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.46***
01012 - Accounting Clerk II		19.59
01013 - Accounting Clerk III		21.91
01020 - Administrative Assistant		30.51
01035 - Court Reporter		21.74
01041 - Customer Service Representative I		14.86***
01042 - Customer Service Representative II		16.22***
01043 - Customer Service Representative III		18.20
01051 - Data Entry Operator I		15.75***
01052 - Data Entry Operator II		17.19***
01060 - Dispatcher, Motor Vehicle		23.40
01070 - Document Preparation Clerk		21.54
01090 - Duplicating Machine Operator		21.54
01111 - General Clerk I		14.37***
01112 - General Clerk II		15.68***
01113 - General Clerk III		17.60***
01120 - Housing Referral Assistant		23.50
01141 - Messenger Courier		17.53***
01191 - Order Clerk I		15.74***
01192 - Order Clerk II		17.17***
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.21
01263 - Personnel Assistant (Employment) III		22.54
01270 - Production Control Clerk		24.78
01290 - Rental Clerk		16.84***
01300 - Scheduler, Maintenance		18.84
01311 - Secretary I		18.84
01312 - Secretary II		21.07
01313 - Secretary III		23.50

01320 - Service Order Dispatcher	20.92
01410 - Supply Technician	30.51
01420 - Survey Worker	19.86
01460 - Switchboard Operator/Receptionist	16.31***
01531 - Travel Clerk I	18.15
01532 - Travel Clerk II	20.33
01533 - Travel Clerk III	21.92
01611 - Word Processor I	16.79***
01612 - Word Processor II	18.84
01613 - Word Processor III	21.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.20
05010 - Automotive Electrician	21.12
05040 - Automotive Glass Installer	20.10
05070 - Automotive Worker	20.10
05110 - Mobile Equipment Servicer	17.68***
05130 - Motor Equipment Metal Mechanic	21.96
05160 - Motor Equipment Metal Worker	20.10
05190 - Motor Vehicle Mechanic	21.96
05220 - Motor Vehicle Mechanic Helper	16.49***
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	20.10
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.10
05370 - Tire Repairer	17.51***
05400 - Transmission Repair Specialist	21.96
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.96***
07041 - Cook I	17.46***
07042 - Cook II	19.84
07070 - Dishwasher	13.29***
07130 - Food Service Worker	14.44***
07210 - Meat Cutter	19.04
07260 - Waiter/Waitress	10.62***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.93
09040 - Furniture Handler	14.54***
09080 - Furniture Refinisher	21.60
09090 - Furniture Refinisher Helper	16.87***
09110 - Furniture Repairer, Minor	19.36
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.67***
11060 - Elevator Operator	15.27***
11090 - Gardener	21.67
11122 - Housekeeping Aide	15.33***
11150 - Janitor	15.33***
11210 - Laborer, Grounds Maintenance	17.42***
11240 - Maid or Houseman	14.02***
11260 - Pruner	16.01***

11270 - Tractor Operator	20.21
11330 - Trail Maintenance Worker	17.42***
11360 - Window Cleaner	16.68***
12000 - Health Occupations	
12010 - Ambulance Driver	19.05
12011 - Breath Alcohol Technician	24.21
12012 - Certified Occupational Therapist Assistant	33.34
12015 - Certified Physical Therapist Assistant	30.46
12020 - Dental Assistant	23.07
12025 - Dental Hygienist	37.09
12030 - EKG Technician	30.12
12035 - Electroneurodiagnostic Technologist	30.12
12040 - Emergency Medical Technician	19.05
12071 - Licensed Practical Nurse I	21.65
12072 - Licensed Practical Nurse II	24.21
12073 - Licensed Practical Nurse III	26.99
12100 - Medical Assistant	18.66
12130 - Medical Laboratory Technician	29.84
12160 - Medical Record Clerk	19.74
12190 - Medical Record Technician	22.08
12195 - Medical Transcriptionist	21.11
12210 - Nuclear Medicine Technologist	44.44
12221 - Nursing Assistant I	13.12***
12222 - Nursing Assistant II	14.77***
12223 - Nursing Assistant III	16.11***
12224 - Nursing Assistant IV	18.08
12235 - Optical Dispenser	19.24
12236 - Optical Technician	17.03***
12250 - Pharmacy Technician	18.85
12280 - Phlebotomist	18.68
12305 - Radiologic Technologist	30.69
12311 - Registered Nurse I	25.75
12312 - Registered Nurse II	31.50
12313 - Registered Nurse II, Specialist	31.50
12314 - Registered Nurse III	38.11
12315 - Registered Nurse III, Anesthetist	38.11
12316 - Registered Nurse IV	45.68
12317 - Scheduler (Drug and Alcohol Testing)	30.01
12320 - Substance Abuse Treatment Counselor	23.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.66
13012 - Exhibits Specialist II	28.09
13013 - Exhibits Specialist III	34.35
13041 - Illustrator I	22.66
13042 - Illustrator II	28.09
13043 - Illustrator III	34.35
13047 - Librarian	31.10
13050 - Library Aide/Clerk	14.16***
13054 - Library Information Technology Systems Administrator	28.09

13058 - Library Technician	17.49***
13061 - Media Specialist I	20.27
13062 - Media Specialist II	22.66
13063 - Media Specialist III	25.27
13071 - Photographer I	18.07
13072 - Photographer II	20.21
13073 - Photographer III	25.04
13074 - Photographer IV	30.63
13075 - Photographer V	37.06
13090 - Technical Order Library Clerk	17.78
13110 - Video Teleconference Technician	23.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.90
14042 - Computer Operator II	22.26
14043 - Computer Operator III	24.83
14044 - Computer Operator IV	27.59
14045 - Computer Operator V	30.55
14071 - Computer Programmer I	(see 1) 23.31
14072 - Computer Programmer II	(see 1)
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	19.90
14160 - Personal Computer Support Technician	27.59
14170 - System Support Specialist	30.55
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.34
15020 - Aircrew Training Devices Instructor (Rated)	39.13
15030 - Air Crew Training Devices Instructor (Pilot)	46.89
15050 - Computer Based Training Specialist / Instructor	32.34
15060 - Educational Technologist	32.74
15070 - Flight Instructor (Pilot)	46.89
15080 - Graphic Artist	26.00
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.89
15086 - Maintenance Test Pilot, Rotary Wing	46.89
15088 - Non-Maintenance Test/Co-Pilot	46.89
15090 - Technical Instructor	23.67
15095 - Technical Instructor/Course Developer	28.96
15110 - Test Proctor	19.12
15120 - Tutor	19.12
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.76***
16030 - Counter Attendant	11.76***
16040 - Dry Cleaner	14.82***
16070 - Finisher, Flatwork, Machine	11.76***
16090 - Presser, Hand	11.76***
16110 - Presser, Machine, Drycleaning	11.76***
16130 - Presser, Machine, Shirts	11.76***

16160 - Presser, Machine, Wearing Apparel, Laundry	11.76***
16190 - Sewing Machine Operator	15.73***
16220 - Tailor	16.59***
16250 - Washer, Machine	12.86***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	29.06
19040 - Tool And Die Maker	34.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.15
21030 - Material Coordinator	24.78
21040 - Material Expediter	24.78
21050 - Material Handling Laborer	18.08
21071 - Order Filler	17.73***
21080 - Production Line Worker (Food Processing)	22.15
21110 - Shipping Packer	19.62
21130 - Shipping/Receiving Clerk	19.62
21140 - Store Worker I	17.29***
21150 - Stock Clerk	22.25
21210 - Tools And Parts Attendant	22.15
21410 - Warehouse Specialist	22.15
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	37.84
23019 - Aircraft Logs and Records Technician	31.58
23021 - Aircraft Mechanic I	36.27
23022 - Aircraft Mechanic II	37.84
23023 - Aircraft Mechanic III	39.55
23040 - Aircraft Mechanic Helper	27.24
23050 - Aircraft, Painter	34.88
23060 - Aircraft Servicer	31.58
23070 - Aircraft Survival Flight Equipment Technician	34.88
23080 - Aircraft Worker	33.19
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.19
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.27
23110 - Appliance Mechanic	22.75
23120 - Bicycle Repairer	23.82
23125 - Cable Splicer	38.27
23130 - Carpenter, Maintenance	26.56
23140 - Carpet Layer	21.24
23160 - Electrician, Maintenance	29.20
23181 - Electronics Technician Maintenance I	28.74
23182 - Electronics Technician Maintenance II	30.20
23183 - Electronics Technician Maintenance III	31.40
23260 - Fabric Worker	25.49
23290 - Fire Alarm System Mechanic	24.07
23310 - Fire Extinguisher Repairer	23.82
23311 - Fuel Distribution System Mechanic	32.01
23312 - Fuel Distribution System Operator	25.77
23370 - General Maintenance Worker	23.03

23380 - Ground Support Equipment Mechanic	36.27
23381 - Ground Support Equipment Servicer	31.58
23382 - Ground Support Equipment Worker	33.19
23391 - Gunsmith I	23.82
23392 - Gunsmith II	27.07
23393 - Gunsmith III	29.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.15
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.28
23430 - Heavy Equipment Mechanic	29.22
23440 - Heavy Equipment Operator	27.91
23460 - Instrument Mechanic	29.58
23465 - Laboratory/Shelter Mechanic	28.45
23470 - Laborer	18.08
23510 - Locksmith	23.23
23530 - Machinery Maintenance Mechanic	30.03
23550 - Machinist, Maintenance	24.51
23580 - Maintenance Trades Helper	18.78
23591 - Metrology Technician I	29.58
23592 - Metrology Technician II	30.93
23593 - Metrology Technician III	32.32
23640 - Millwright	35.81
23710 - Office Appliance Repairer	19.40
23760 - Painter, Maintenance	22.79
23790 - Pipefitter, Maintenance	30.85
23810 - Plumber, Maintenance	29.67
23820 - Pneudraulic Systems Mechanic	29.58
23850 - Rigger	30.18
23870 - Scale Mechanic	27.07
23890 - Sheet-Metal Worker, Maintenance	23.10
23910 - Small Engine Mechanic	21.55
23931 - Telecommunications Mechanic I	31.79
23932 - Telecommunications Mechanic II	33.15
23950 - Telephone Lineman	24.95
23960 - Welder, Combination, Maintenance	22.99
23965 - Well Driller	29.58
23970 - Woodcraft Worker	29.58
23980 - Woodworker	23.82
24000 - Personal Needs Occupations	
24550 - Case Manager	18.53
24570 - Child Care Attendant	13.66***
24580 - Child Care Center Clerk	17.03***
24610 - Chore Aide	14.91***
24620 - Family Readiness And Support Services Coordinator	18.53
24630 - Homemaker	18.53
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.93
25040 - Sewage Plant Operator	24.57

25070 - Stationary Engineer	32.93
25190 - Ventilation Equipment Tender	24.73
25210 - Water Treatment Plant Operator	24.57
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.25
27007 - Baggage Inspector	15.37***
27008 - Corrections Officer	19.25
27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	17.61***
27040 - Detention Officer	19.25
27070 - Firefighter	21.14
27101 - Guard I	15.37***
27102 - Guard II	17.61***
27131 - Police Officer I	24.73
27132 - Police Officer II	27.47
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.14***
28042 - Carnival Equipment Repairer	15.16***
28043 - Carnival Worker	11.20***
28210 - Gate Attendant/Gate Tender	19.68
28310 - Lifeguard	13.12***
28350 - Park Attendant (Aide)	22.01
28510 - Recreation Aide/Health Facility Attendant	16.25***
28515 - Recreation Specialist	23.64
28630 - Sports Official	17.52***
28690 - Swimming Pool Operator	17.23***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.73
29020 - Hatch Tender	28.73
29030 - Line Handler	28.73
29041 - Stevedore I	27.05
29042 - Stevedore II	30.19
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	20.82
30022 - Archeological Technician II	23.29
30023 - Archeological Technician III	28.85
30030 - Cartographic Technician	28.85
30040 - Civil Engineering Technician	24.71
30051 - Cryogenic Technician I	31.95
30052 - Cryogenic Technician II	35.30
30061 - Drafter/CAD Operator I	20.82
30062 - Drafter/CAD Operator II	23.29
30063 - Drafter/CAD Operator III	25.97
30064 - Drafter/CAD Operator IV	31.95
30081 - Engineering Technician I	19.98
30082 - Engineering Technician II	22.43
30083 - Engineering Technician III	25.09

30084 - Engineering Technician IV	31.08
30085 - Engineering Technician V	38.03
30086 - Engineering Technician VI	46.01
30090 - Environmental Technician	25.22
30095 - Evidence Control Specialist	28.85
30210 - Laboratory Technician	24.03
30221 - Latent Fingerprint Technician I	29.49
30222 - Latent Fingerprint Technician II	32.56
30240 - Mathematical Technician	29.27
30361 - Paralegal/Legal Assistant I	19.96
30362 - Paralegal/Legal Assistant II	26.15
30363 - Paralegal/Legal Assistant III	30.25
30364 - Paralegal/Legal Assistant IV	36.60
30375 - Petroleum Supply Specialist	35.30
30390 - Photo-Optics Technician	28.85
30395 - Radiation Control Technician	35.30
30461 - Technical Writer I	24.75
30462 - Technical Writer II	30.28
30463 - Technical Writer III	36.63
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	31.95
30502 - Weather Forecaster II	38.87
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.97
30621 - Weather Observer, Senior	(see 2) 28.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	20.53
31030 - Bus Driver	27.20
31043 - Driver Courier	20.62
31260 - Parking and Lot Attendant	14.23***
31290 - Shuttle Bus Driver	18.44
31310 - Taxi Driver	13.57***
31361 - Truckdriver, Light	22.12
31362 - Truckdriver, Medium	23.67
31363 - Truckdriver, Heavy	27.05
31364 - Truckdriver, Tractor-Trailer	27.05
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	13.46***
99050 - Desk Clerk	13.62***
99095 - Embalmer	26.01
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	16.29***
99252 - Laboratory Animal Caretaker II	17.47***
99260 - Marketing Analyst	30.75

99310 - Mortician	27.17
99410 - Pest Controller	18.38
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	23.82
99711 - Recycling Specialist	27.64
99730 - Refuse Collector	21.89
99810 - Sales Clerk	14.49***
99820 - School Crossing Guard	15.12***
99830 - Survey Party Chief	23.97
99831 - Surveying Aide	21.04
99832 - Surveying Technician	21.70
99840 - Vending Machine Attendant	15.97***
99841 - Vending Machine Repairer	19.47
99842 - Vending Machine Repairer Helper	15.97***

\*\*\*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.

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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 twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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))."