



INVITATION TO BID

ITB No. 26-09

MOLD INSPECTIONS

RENAISSANCE FAMILY PHASES 2, 3, &4

ITB ISSUE DATE: October 5, 2026

DUE DATE: 11/5/2026

**Housing Authority of the City of Fort Myers
Marcia Davis, Executive Director
4224 Renaissance Preserve Way
Fort Myers, FL 33916
(239) 344-3220**

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ADVERTISEMENT

ITB No. 26-09 MOLD INSPECTIONS – RENAISSANCE FAMILY

The Housing Authority of the City of Fort Myers is looking for qualified and licensed professionals to provide comprehensive mold inspection and assessment services. This Invitation to Bid (ITB) is limited strictly to inspection and testing. No remediation or mold removal services are to be included or proposed unless further notice with the project.

The intent of this ITB is to receive a bid from qualified organizations with the capacity, experience, expertise, and appropriate licenses to provide inspection services for assumed mold growth in our residential multi-family Renaissance Preserve Property.

HACFM will receive electronic submissions of Bids sent to Procurement@hacfm.org on or before 11/05/2026, @ 4:00 P.M. EST.

HACFM encourages all Section 3 businesses and state certified Minority Business Enterprises/Women Business Enterprise/Veteran-Owned Businesses/ Disadvantaged Business Enterprise MBE/WBE/VOB/ DBE businesses as certified by Florida Gulf Coast University's (FGCU) Small Business Development Center to participate in all invitations to bid.

Advertise: 10/08/2026

1.0 INTRODUCTION TO BIDDERS AND TIMELINE

The U.S. Department of Housing and Urban Development (HUD) awarded Lee County \$1,107,881,000 in funding from Community Development Block Grant-Disaster Recovery (CDBGDR) funding to support long-term recovery efforts following Hurricane Ian (FEMA – 4673 – DR) through the publication of the Federal Register, 88 FR 32046 (May 18, 2023) <https://www.govinfo.gov/content/pkg/FR-2023-05-18/pdf/2023-10598.pdf>). This allocation was made available through PL 117-328: Consolidated Appropriations Act, 2023. Lee County awarded a portion of their direct allocation to the Housing Authority of the City of Fort Myers (HACFM) for the purpose of addressing damage caused by Hurricane Ian for the Project included in this ITB.

HACFM anticipates an award for a bid that, in its judgment, is the lowest responsive and responsible bid and in the best interest of the Housing Authority of the City of Fort Myers. HACFM reserves the right to waive formalities in any bid and to reject any or all Bids with or without cause.

Selected bidders will contract directly with HACFM.

2.0 DEFINITIONS

“Addendum” means a written clarification or revision to the Invitation to Bid issued by HACFM. Bidders must acknowledge receipt of any Addenda in the submission of the Bid.

“Affiliate” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with HACFM who possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“Bid” means a formal offer submitted by a Bidder in response to this publicly advertised Invitation to Bid, in which the Bidder proposes to furnish goods, services, or construction at specified prices, terms, and conditions.

“Bidder” means an entity responding to this Bid.

“Contract” means the contract issued by HACFM, its Attachments, and documents incorporated by reference, and any associated Notices to Proceed, Amendments, or other documents which are incorporated by reference for all purposes to which they are issued. Any Contracts issued under this ITB will be between Contractor and HACFM.

“Contractor” means the Bidder(s) that is qualified and awarded a contract under this ITB.

“HACFM” means the Housing Authority of the City of Fort Myers and its Affiliates, the Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFAHCF) and Southwest Florida Housing Management LLC (SWFLHM), and its officers, employees, and designees, acting in their official capacities.

“Notice to Proceed” or “NTP” means the written authorization from HACFM giving a Contractor the authority to commence Work for a specified Project.

“Project” means the Work described in Section 9.4 of this ITB authorized by HACFM and further detailed in the Contract issued to selected Contractor(s) awarded pursuant to this ITB that the Bidder is qualified to provide under this Solicitation as included herein.

“Property” or “Properties” means the addresses associated with the Scope of Work in Attachment B of the ITB.

“ITB” means this Invitation to Bid.

“Subcontractor” means an entity that contracts with Contractor to perform part or all of their obligations under the Contract.

“Work” means services to be performed or goods to be delivered and any appurtenant actions performed, and items produced, conceived, or developed, including but not limited to, deliverables, in the performance of the Project.

3.0 INSTRUCTIONS TO BIDDERS

- 3.1. HACFM must receive all submittals at the location, date, time, and method identified in 4.0 SUBMISSION DETAILS. Any submittal received after the stated date and time, shall not be considered.
- 3.2 Each bidder shall examine all documents and shall determine all matters relating to the interpretation of such documents.
- 3.3 Attachments in 15.0 SUBMISSION CERTIFICATION AND ATTACHMENTS are required by HACFM to be completed by the bidder and submitted as part of the bid proposal package.
- 3.4 A Surety Commitment Letter is required to be submitted as part of the bid proposal package. The bidder is required to provide proof of bonding capacity and provide acknowledgment by the bidder’s surety of the ability to provide the required Payment and Performance Bond and Bid Bonds.
- 3.5 Proof of Insurance is required to be submitted as part of the bid proposal package. The bidder must provide evidence of the bidder’s ability to provide the insurance coverage required in Exhibit I –Insurance Requirements, Coverages, and Limits, either by means of an existing policy or other verifiable proof (such as an Agent/Broker commitment letter).
- 3.6 Each bidder shall submit a Bid Form, Attachment D, quantifying all costs affiliated with the Scope of Work.
- 3.7 HACFM shall not be liable for any expenses incurred in the preparation of the bid proposal package.
- 3.8 HACFM reserves the right to accept or reject any or all bid proposal packages, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the work. HACFM shall be the sole judge of the submittals and the resulting negotiated agreement that is in HACFM’s best interest, and HACFM’s decision shall be final.

- 3.9 The successful bidder shall be required to execute an agreement, in form and content acceptable to HACFM, indemnifying and holding harmless HACFM, its officials, officers, employees, and agents from all claims.

4.0 SUBMISSION DETAILS

- 4.1 HACFM will receive electronic submissions of bids sent to Procurement@hacfm.org on or before **11/05/2026 @ 4:00 P.M. EST. IMPORTANT:** Please be sure to label the email Subject Line as follows: "ITB No. 26-09, Mold Inspections." The email date and time stamp shall serve as the official receipt, and late submissions shall not be accepted.
- 4.2 **THE RESPONSIBILITY OF SUBMITTING A BID PROPOSAL PACKAGE IN RESPONSE TO THIS SOLICITATION DOCUMENT TO HACFM ON OR BEFORE THE STATED DEADLINE SHALL BE SOLELY AND STRICTLY OF THE BIDDER. HACFM SHALL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL, OR ANY OTHER DELIVERY SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE. BIDDERS SHALL READ THE SOLICITATION IN THEIR ENTIRETY PRIOR TO SUBMITTING A BID PACKAGE. BY SUBMITTING A BID PROPOSAL PACKAGE, THE BIDDER ACKNOWLEDGES THEY HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS TO BE MET AND THE CHARACTER AND QUALITY OF THE SCOPE OF WORK TO BE PROVIDED.**
- 4.3 The Invitation to Bid and Attachments are all considered part of the bid package. Failure to complete and sign the certifications may disqualify the Bidder. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender the submittal and to sign any contracts resulting from this bid under the terms and conditions in this qualification. Bidder further understands that the signing of the Contract shall be of no effect unless properly executed by the Bidder and HACFM. Each Bidder is required to thoroughly review this entire qualification packet to familiarize themselves with the qualification procedures and specifications for the scope of work.
- 4.4 The Bidder will list on a separate sheet of paper any exceptions to the requirements of the ITB. This sheet will be labeled, "**Exceptions to Qualification Conditions,**" and will be included with the submission package. If no exceptions are stated, it will be understood that Bidders will comply with all general and specific conditions, without exception. The Bidder must specify in its submission any alternatives it wishes to propose for consideration by HACFM. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to HACFM. HACFM reserves the right to accept, reject, or offer these alternatives to other Bidders.
- 4.5 Public Bid Opening will occur at 4224 Renaissance Preserve Way on **11/05/2026 at 4:30 EST where the name of each bidder will be read aloud including their submission date and they will be added to the bid tabulation sheet.**

5.0 TERM

- 5.1 The selections resulting from this ITB and term shall be at the sole discretion of HACFM. Selection will result in a direct contract with HACFM.
- 5.2 Either party may cancel a Contract that may result from this ITB by giving a ninety (90) day written notice to the other party.

6.0 CONE OF SILENCE

- 6.1 Bidders, their agents, or associates shall refrain from contacting or soliciting any HACFM staff, the Owner's Representative representing HACFM regarding this ITB or members of the Board of Directors directly or indirectly regarding this ITB and this solicitation once the ITB is published and until the Board of Directors has made a final decision to award the contract. Failure to comply with this provision may result in the disqualification of the firm.

AT THE DISCRETION OF HACFM, ANY VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL CONSTITUTE GROUNDS FOR IMMEDIATE REJECTION OF THE BID PROPOSAL PACKAGE AND THE BIDDER SHALL BE DEEMED NON-RESPONSIVE.

- 6.2 All questions about the meaning or intent of the ITB documents are to be directed to: Procurement@hacfm.org. Questions received less than seven (7) days prior to bid due date may not be answered.
- 6.3 Bidders shall address all communication and correspondence pertaining to this ITB only to the email address identified above. During the ITB bid process, HACFM will not engage in any conversations which may give one prospective bidder an advantage over other prospective bidders.

7.0 ADDENDUMS

- 7.1 All Addendums shall be placed on HACFM.org
- 7.2 Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.3 Bidders may not be notified when an Addendum is issued. **It is the responsibility of the bidder to check the website for any addendums.**

8.0 TIMELINE

- 8.1 Timeline is provided as a guideline only and is subject to change by addendum.

Action	Estimated Date of Completion
ITB Issued and made available	10/05/2026
Deadline for submitting questions	10/29/2026 @ 4:00 p.m. EST
Bid submission deadline	11/05/2026 @ 4:00 p.m. EST
Contract Awarded	November 2026

There is no obligation on the part of HACFM to select any organization or individual submitting a response. No work is guaranteed.

9.0 PROJECT DETAILS

- 9.1 The Housing Authority of the City of Fort Myers is looking for qualified and licensed professionals to provide comprehensive mold inspection and assessment services. This ITB is limited strictly to inspection, testing, and reporting. No remediation or mold removal services are to be included or proposed unless further notice with the project.
- 9.2 Bidder must be able to perform or cause to be performed, certified mold inspections to be considered eligible for award under this ITB. Bidder must provide evidence that they meet the qualifications in 10.0 SUBMISSION REQUIREMENTS AND QUALIFICATIONS.
- 9.3 All bids submitted in response to this ITB must conform to all the requirements and specifications outlined within this document and any documents and certifications in their entirety. Award notice(s) will be sent to the selected Bidder(s). An award under this ITB is contingent upon the acceptance of final contract terms by HACFM and between Bidder and HACFM.
- 9.4 Include a blank milestone schedule.
- 9.5 Contractors will be responsible exclusively to HACFM and act in HACFM's best interest at every stage of the project. Contract(s) resulting from this ITB be made directly with HACFM.
- 9.6 Additional Requirements
Bidders shall demonstrate their ability to meet the following requirements:
 - 1) Secure any needed building and project permits;
 - 2) If bid exceeds \$250,000, provide copy of Bid Bond for five percent (5%) of the amount of the bid;
 - 3) Provide a project superintendent/manager for the duration of the project;
 - 4) Vendors will submit all relevant project records and reports to HACFM including but not limited to, permits, drawings, federal reports including Davis-Bacon and Section 3, and inspection reports for submission to HACFM under the terms of resulting Contracts; and
 - 5) Attend weekly progress meetings at the discretion of HACFM.

10.0 SUBMISSION REQUIREMENTS AND QUALIFICATIONS

Interested organizations must include the following information in their Bid. All pages should be consecutively numbered. There is no page limitation. **The following format and sequence must be followed to ensure consistency in the Bidder's responses and to ensure each bid receives full consideration.**

- 10.1 Submission Requirements – Bidders must include the following information in their response, otherwise the response may be deemed non-responsive as detailed in 10.3 Disqualification Criteria.
 - 10.1.1 Title page, showing Invitation to Bid Number, Organization name and address, telephone number, and contact person.
 - 10.1.2 Qualifications including support as outlined in 10.2.
 - 10.1.3 Attachments A, B, C, D, and E, signed when applicable.

- Attachment A – Certifications
- Attachment B – Submittal Checklist
- Attachment C – Project Checklist
- Attachment D – Bid Form
- Attachment E – Federal and State Certifications and Forms

10.2 Qualifications – Bidders must submit the following statements of compliance and supporting documents as applicable in their bid.

1. Surety Letter. The bidder is required to provide proof of bonding capacity, if required, and provide acknowledgment by the bidder's surety of the ability to provide the required Payment and Performance Bond and Bid Bonds. Bidder must, in HACFM's sole determination, be financially solvent and adequately capitalized, as demonstrated by bonding capacity.
2. Proof of Insurance. The bidder must provide evidence of the bidder's ability to provide the insurance coverage required.
3. Bidder must hold a current license to perform mold inspections in Florida. Bidders must provide proof of license with the proposal.
4. Bidder must be in good standing with and authorized to do business in the State of Florida. Furthermore, it is the responsibility of the bidder to confirm that all of its Subcontractors are also in good standing and authorized to do business in the State of Florida as may be required pursuant to §607.1501, §605.0902, and §605.0905 Florida Statutes.
5. Bidder must demonstrate the ability to mobilize within 10 days of NTP issuance.
6. Bidder must demonstrate the capability to conduct all activities under this ITB in compliance with all applicable federal, state, and local laws, ordinances, and regulations, which may include, but are not limited to, U.S. Department of Housing and Urban Development, Community Development Block Grant – Disaster Recovery, 2 C.F.R. Part 200, applicable labor standards, HACFM construction standards and Florida Building Codes, and the additional regulations listed under Section 9.1 of this ITB.
7. Bidder must be a registered entity with SAM.gov (System for Award Management) with an active Unique Entity Identifier (UEID).
8. Applicant principals or Subcontractors must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
9. References. Provide a minimum of three (3) professional references. The name, address, telephone number and email for a contact person for the local government/organization shall be provided, along with a brief description of the work completed, including the project dates and project description.

HACFM will confirm that Contractors continue to satisfy the minimum qualifications described in this section throughout the term of any contract awarded by HACFM. Contractors who no longer satisfy the required minimum qualifications may be subject to disciplinary action by HACFM.

10.3 Disqualification Criteria – Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Contractor and the rejection of their bid:

- Lack of competency, lack of experience, and/or lack of adequate resources.
- Unsatisfactory performance record as shown by past work for HACFM or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.
- Incomplete work, which in the judgment of HACFM, might hinder or prevent prompt completion of additional work, if awarded.
- Failure to demonstrate qualification requirements contained herein have been satisfactorily met.
- Failure of the successful Bidders to be properly licensed by the City of Fort Myers, Lee County, and/or the State of Florida, and/or to be insured by a commercial general liability policy and/or worker's compensation policy, and/or business automobile liability policy, if applicable.
- Any reason determined in good faith to be in the best interests of HACFM.

11.0 SELECTION PROCESS

- 11.1 Selection of an organization to render services pursuant to this ITB will be made in accordance with HUD and HACFM procurement requirements and under 2 CFR § 200.319 and § 200.320(C). All bids received by the time and date specified in this ITB shall be evaluated by HACFM based on price and the timely submitted Bid.
- 11.2 Bidder must demonstrate that it meets the Qualifications to be considered for award.
- 11.3 If the HACFM awards the Contract, price will be used as the primary determining factor for award such award to the lowest responsive and responsible bidder.
- 11.4 HACFM will determine if the firm's bid is responsive and is a responsible bidder, in its sole and absolute discretion, considering all relevant facts and information. HACFM reserves the right at its sole discretion to reject all bids if it is determined the total bid price is excessive, bid is determined to be unreasonable, or it is in HACFM's best interest to do so.
- 11.5 Bid proposal packages will be evaluated on whether the bidder is responsible and responsive to this solicitation, and meets all requirements within the ITB, and the Scope of Work, with the objective to evaluate those responses to award a contract for the work to the firm.
- 11.6 The bidder with the responsive bid proposal package will be presented to HACFM's Board of Directors for consideration and approval with a recommendation that the bidder be selected.

12.0 RESERVATION OF RIGHTS

- 12.1 HACFM reserves the right without liability to:
- Reject any or all bids, waive any informality in the ITB process, or terminate the ITB at any time if deemed by HACFM to be in their best interests.
 - Determine the days, hours, and locations in which the services are performed in this ITB.

- Retain all bids submitted and not permit withdrawal for a period of 90 days after the deadline.
 - Reject and not consider any Bid that does not meet the requirements of this ITB, including but not necessarily limited to rejection of incomplete responses and/or bids offering alternate or non-requested services and from Bidders deemed non-responsive and non-responsible.
 - Prohibit any further participation by a Bidder or reject any bid submitted that does not conform to any of the requirements detailed herein.
 - Each prospective Bidder further agrees that he/she will inform HACFM in writing within five (5) days of the discovery of any item that is issued thereafter by HACFM that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve HACFM, but not the prospective Bidders, of any responsibility pertaining to such issue.
 - Award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the ITB in Addenda to the ITB.
 - To advertise new bids or to proceed to do the work otherwise if bids are rejected.
 - Cancel the award of any bid(s) at any time before the execution of the Contract documents by all parties.
 - Reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or HACFM's requirements in good faith change after award of the Contract.
 - Require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACFM.
 - Amend the terms of the Contract any time prior to contract execution.
 - Contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.
- 12.3 Nothing in this section shall be construed to permit negotiations or material changes to the scope of work that would render the procurement non-competitive under federal procurement standards (2 CFR 200.320(c)).
- 12.4 There is no obligation on the part of HACFM to select and award any organization or individual submitting a Bid. No work is guaranteed.

13.0 RIGHT TO PROTEST

- 13.1 Any prospective or actual Bidders who is allegedly aggrieved in connection with the solicitation of a bid or award of a Contract shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points awarded for tiebreakers are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

- 13.2 To be eligible to file a protest, the alleged aggrieved protestant must have been involved in the ITB process in some manner as a prospective Bidder (i.e., recipient of the ITB documents) when the alleged situation occurred. HACFM has no obligation to consider a protest filed by any party that does not meet these criteria.
- 13.3 Any actual or prospective Contractor may protest the award of a Contract for a material violation of this Bid. Any protest against this Bid must be received before the due date for receipt of Bid and any protest against the award of a Contract must be received within ten calendar days after contract award or the protest will not be considered.
- 13.4 All protests must be in writing and submitted to the contact information in this Bid for a written decision. HACFM will issue a written decision and findings to the Bidder within 30 days of receipt of the written protest. Appeals that are not timely filed will not be considered and the decision becomes final.

14.0 TERMS AND CONDITIONS

- 14.1 In the event that a Bidder is awarded, Bidder will be required to enter into a contract with HACFM that includes, but is not limited to the following clauses and certifications that will be included in the fully executed contract (Attachment E):
 - a) Contract with the following required Federal Contract Provisions (2 CFR 200.317–327)
 - Equal Employment Opportunity (EO 11246)
 - Contract Work Hours and Safety Standards Act (CWHSSA)
 - Section 3 Clause (24 CFR Part 75) – hiring/subcontracting priorities
 - Debarment and Suspension Certification (SAM.gov)
 - Disclosure of Lobbying Activities
 - Access to Records / Audit Rights
 - WH347 US Department of Labor Wage and Hour
 - Non-Collusion Affidavit of Contractor
 - HUD 50070 Drug Free Workplace
 - HUD 92010 Equal Employment Opportunity Form
 - 5369 A – Representations Certifications and Other Statements of Bidders
 - 5370 General Conditions for Construction Contracts – Public Housing Programs
 - b) State and local requirements
 - Florida Public Records
 - Prompt Payment and Retainage Statutes (Ch. 255.071, F.S.)
 - Public Entity Crime Form
- 14.2 Federal Labor Standards and Davis-Bacon Wage Requirements

This project is funded in whole or in part with federal Community Development Block Grant – Disaster Recovery (CDBG-DR) funds and is subject to the provisions of the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3148), and related labor standards. Accordingly, all Contractors and Subcontractors performing work subject to these provisions shall:

 - a) Pay all mechanics and laborers employed under this contract no less than the

- wages and fringe benefits listed in the applicable U.S. Department of Labor wage determination (General Decision No. FL20260069).
- b) Post the wage determination and “Notice to All Employees” (HUD Form 1321) at the job site in a prominent and accessible location.
 - c) Submit certified payroll reports weekly using U.S. Department of Labor Form WH-347 or equivalent, showing wages paid to each worker. Link: <https://www.dol.gov/agencies/whd/forms/wh347>
 - d) Permit the Owner, HUD, or their designees to conduct interviews with workers on site, examine records, and verify wage payments at any time.
 - e) Ensure that no worker is paid less than the minimum hourly rate specified in the wage determination for their classification.
 - f) Pay workers overtime (1.5x regular rate) for hours worked beyond 40 in a week, in compliance with the Contract Work Hours and Safety Standards Act (CWHSSA).
 - g) Maintain full compliance with the Copeland “Anti-Kickback” Act, prohibiting wage deductions or unauthorized payments.

The applicable wage determination and HUD-4010 Federal Labor Standards Provisions will be incorporated into resulting contracts. Failure to comply with these requirements may result in withholding of payments, termination for cause, and/or reporting to the U.S. Department of Labor.

14.3 Certified Payroll Submissions (WH-347 Required)

The selected Contractor and all Subcontractors are required to prepare and submit weekly certified payroll reports using U.S. Department of Labor Form WH-347 (or an approved equivalent) for all workers performing on-site labor.

- a) Certified payrolls must be submitted to HACFM weekly.
- b) Each payroll must be signed and dated by an authorized representative of the Contractor and shall certify compliance with the applicable wage determination.
- c) Payrolls shall include:
 - Project Number
 - Worker names (or ID numbers),
 - Work classifications,
 - Daily and weekly hours,
 - Hourly rates of pay (base and fringe),
 - Gross wages, deductions, and net wages.
 - Each certified payroll file shall use the naming convention “Weekly CPR: Company Name_____CPR No_____ Week Ending Date”

Any apprentices must be registered and documentation of status provided with payrolls. Failure to submit accurate and timely certified payrolls may result in payment delays, withholding of funds, or contract termination.

14.4 On-Site Employee Interviews and Labor Standards Monitoring

In accordance with federal labor standards (HUD Handbook 1344.1 and 29 CFR Part 5), HACFM or its designee will conduct **on-site interviews with construction workers**

to verify compliance with Davis-Bacon wage requirements.

- a) Interviews may occur without notice during normal working hours.
- b) Interviewees will be asked about job duties, pay, hours worked, and job classification.
- c) Interviewees will be asked to provide their identification. They are not required to provide identification.
- d) Interview findings will be compared with certified payroll reports to identify potential underpayments or misclassifications.

Contractors must:

- a) Cooperate fully with interviewers and monitoring staff,
- b) Provide access to the site, records, and personnel as requested,
- c) Correct any compliance findings promptly upon notice.
- d) Noncompliance with labor standards may result in federal enforcement actions, back wage assessments, and reporting to the U.S. Department of Labor.

15.0 SUBMISSION CERTIFICATION AND ATTACHMENTS

- 15.1 Bidders must submit a response that includes the Submission Requirements and Qualifications outlined in Section 10 to be considered for selection as a Contractor.
- 15.2 Bidders must ensure that Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E are included in the bid submission.

Attachment A – Certifications

Attachment B – Scope of Work

Attachment C – Project Checklist

Attachment D – Bid Form

Attachment E – Federal and State Certifications and Forms

Attachment A – Certifications

Please read carefully, sign in the space indicated below, and return with your bid.

The undersigned, herein referred to as the Bidder, has familiarized themselves with the ITB in its entirety and the local conditions under which the work is to be performed and is satisfied with the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Contract.

By submitting a response to this Bid, the Bidder certifies that:

- At the time of submission, he/she is not on the Federal Government's or the State of Florida's list of suspended, ineligible, or debarred contractors.
- The Bidder is duly organized, validly existing and in good standing under the laws of the State of Florida.
- The person signing this certification has full company power and authority to enter into a contract with HACFM, to carry out its obligations, and to consummate the transactions contemplated hereby.
- Bidder is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.
- Bidder has complied, and is now complying, with all applicable federal, state, and local laws and regulations applicable to its operations.
- There is no claim, action, suit, proceeding or governmental investigation of any nature pending against or involving Bidder to their knowledge. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for any such action.
- No representation or warranty by Bidder in this Submission and no statement contained herein or any certificate or other document furnished or to be furnished to HACFM pursuant to this Bid contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein.

If any of these certifications change between the time of bid submission and time of award, the Bidder must notify HACFM. Failure to do so may result in terminating a contract.

The undersigned affirms that they have read and do understand the specifications and all Attachments contained in this ITB package.

By signing this document I, an authorized representative of the Bidder, certify that my company has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or organization to submit or not to submit a Bid; that the Bid submitted for this ITB has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that our Bid has not been knowingly disclosed prior to the opening of Bid to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Failure to sign and return this attachment will result in the rejection of the entire qualification package.

I have read, understand, and agree to comply with the affirmations, certifications, terms, and conditions herein.

Legal Entity Name (Bidder): _____

Address of Bidder: _____

FEIN: _____

Name of Authorized Representative: _____

Title: _____ E-mail: _____

Phone Number: _____

Attachment B – Scope of Work

Project Name: Renaissance Residential Project – Mold Inspection

Brief Scope:

The Housing Authority of the City of Fort Myers is looking for qualified and licensed professionals to provide comprehensive mold inspection and assessment services 37 residential apartment structures at the Homes at Renaissance Preserve (Phases II – IV). The Renaissance Residential Project consists of four phases. Phase I is the Renaissance Senior Living Facility, and the remaining three phases (II-IV) make up the Family Home sections of the Renaissance Preserve Community. This scope of work only covers the Renaissance Family Phase (II-IV): 15 buildings in Phase II, 11 buildings in Phase III, and 11 buildings in Phase IV. All structures in Phases II – IV are two-story buildings.

It is the responsibility of the entity responding to and submitting a bid response to this ITB to determine all required materials and quantities required to provide a complete and comprehensive report of mold growth in every unit. This scope does not include remediation; it is for testing and reporting only.

Any questions or concerns related to this project scope shall be submitted in writing to procurement@HACFM.org. Questions may also be delivered in person or via mail. Responses shall be provided in the form of a project addendum issued by HACFM. Verbal requests and responses are not official and are not binding if not contained in a formal written addendum. The specific procedures related to the bidding and addendum shall be as described and outlined in **ITB No. 26-09**.

Building Addresses:

Phase 2 – 120,014 SF

- (01) 4210 Romeo Lane (Two-Story Apartment Building)
- (02) 4214 Romeo Lane (Two-Story Apartment Building)
- (03) 4218 Romeo Lane (Two-Story Apartment Building)
- (04) 4208 Othello Lane (Two-Story Apartment Building)
- (05) 4212 Othello Lane (Two-Story Apartment Building)
- (06) 4216 Othello Lane (Two-Story Apartment Building)
- (07) 1621 Shakespeare Dr. (Two-Story Apartment Building)
- (08) 4220 Romeo Lane (Two-Story Apartment Building)
- (09) 4209 Capulet Lane (Two-Story Apartment Building)
- (10) 4213 Capulet Lane (Two-Story Apartment Building)
- (11) 4217 Capulet Lane (Two-Story Apartment Building)
- (12) 4223 Romeo Lane (Two-Story Apartment Building)
- (13) 4226 Othello Lane (Two-Story Apartment Building)
- (14) 4221 Capulet Lane (Two-Story Apartment Building)
- (15) 4225 Capulet Lane (Two-Story Apartment Building)

Phase 3 – 106,515 SF

- (16) 4210 Capulet Lane (Two-Story Apartment Building)
- (17) 4214 Capulet Lane (Two-Story Apartment Building)
- (18) 4218 Capulet Lane (Two-Story Apartment Building)
- (19) 4207 Machiavelli Lane (Two-Story Apartment Building)
- (20) 4211 Machiavelli Lane (Two-Story Apartment Building)
- (21) 4215 Machiavelli Lane (Two-Story Apartment Building)
- (22) 4206 Machiavelli Lane (Two-Story Apartment Building)
- (23) 4210 Machiavelli Lane (Two-Story Apartment Building)
- (24) 4214 Machiavelli Lane (Two-Story Apartment Building)
- (25) 4229 Capulet Lane (Two-Story Apartment Building)
- (26) 4232 Capulet Lane (Two-Story Apartment Building)

Phase 4 – 82,767 SF

- (27) 4236 Capulet Lane (Two-Story Apartment Building)
- (28) 4240 Capulet Lane (Two-Story Apartment Building)
- (29) 4231 Machiavelli Lane (Two-Story Apartment Building)
- (30) 4235 Machiavelli Lane (Two-Story Apartment Building)
- (31) 4239 Machiavelli Lane (Two-Story Apartment Building)
- (32) 4218 Machiavelli Lane (Two-Story Apartment Building)
- (33) 4222 Machiavelli Lane (Two-Story Apartment Building)
- (34) 4226 Machiavelli Lane (Two-Story Apartment Building)
- (35) 4232 Machiavelli Lane (Two-Story Apartment Building)
- (36) 4236 Machiavelli Lane (Two-Story Apartment Building)
- (37) 4240 Machiavelli Lane (Two-Story Apartment Building)

Note: The number at the beginning of the line (#) is the building number, followed by the street address.

Information on the property:

- 272 total units that need to be inspected.
- 48 Units of 4x2 = 1,378 sqft
- 96 Units of 3x2 = 1,183 sqft
- 42 Units of 2x2 = 905 sqft
- 20 Units of 1x1 = 652 sqft
- 45 Units of 2x2 den = 1,033 sqft
- 21 Units of 1x1 den = 767 sqft

Detailed Scope:

A. General:

1. Pre-inspection Conference:
 - i. Conduct on-site conference prior to commencing work.
 - ii. Meeting to include vendor, owner, architect, and applicable Subcontractors.
 - iii. Review and finalize schedule.
 - iv. Review methods and procedures.
 - v. Review procedure for documenting daily work progress and providing weekly progress reports.
 - vi. Review daily site clean-up procedures.
 - vii. Review daily work schedule Monday through Friday, starting no earlier than 7am and ending no later than 5pm, without further approval of the HACFM.
2. Minimum Scope of work:
 - i. Conduct a visual inspection of the property interior.
 - ii. Identify visible signs of mold growth, water damage, or moisture intrusion.
 - iii. Utilize appropriate tools (e.g., moisture meters, thermal imaging cameras) to detect hidden moisture.
 - iv. Perform air and/or surface sampling where necessary to determine mold presence and types.
 - v. Document environmental conditions that may contribute to mold growth.
 - vi. Identify potential sources of moisture intrusion (e.g., leaks, HVAC issues, humidity concerns).
 - vii. Does not include post-testing after remediation work is completed.
3. Construction Debris:
 - i. The Contractor is responsible to dispose of all debris generated from the project at an approved Landfill. The Contractor shall be responsible for obtaining dump tickets from the landfill or debris disposal or recycle facility used for material disposal, if required. The disposal records shall be provided in the weekly progress reports submitted to HACFM.
4. Safety and Security:
 - i. The Contractor is responsible for complying with applicable HACFM and OSHA guidelines related to the safety of the project workers and the staff and residents of the HACFM, as it relates to this project.
 - ii. All personnel working on the project shall be required to display a photo ID, that includes their picture, name, employer, and the employer's contact number. The ID must be worn and displayed when the employee is on the project. The ID can be in the form of a badge worn on the shirt or it can be worn on a lanyard.
 - iii. The Contractor shall complete the work in a manner that creates as little inconvenience to the residents as possible. The Contractor shall coordinate

with HACFM to provide notifications to the residents in advance of work being performed.

5. Damage:

- i. The Vendor and his Subcontractors are responsible for any damage as a result of performing their scope of work. This includes buildings, landscaping, parking areas, sidewalks, HACFM property, or resident's personnel property. It is the sole responsibility of the Contractor for repair or replacement of the damage.
- ii. Vendors should carry an allowance to repair areas of destructive testing that may be required.

B. Payment Application Procedure:

1. Applications for payment shall be made monthly. The applications shall be made on the AIA Payment Application G792 accompanied by the Continuation Sheet G703. The application must be signed and notarized. The document version shall be the current edition.
2. The Payment Application Submittal must include the weekly Certified Payroll Reports for the Contractor and all Subcontractors. The Certified Payrolls shall be sequential for the Contractor and each Subcontractor. Once a sequence of certified payrolls has been started each subsequent week should be accounted for until the work for that trade has been completed. If during this time, there are weeks no work is performed those weeks should be covered in the sequence and be marked as no work.
3. There will be 10% retainage on each payment application for materials and labor.
4. No Change Order payments will be made if the Change Order has not been submitted and approved. Change Orders submitted with the Payment Application shall not appear on the current payment application and should not be invoiced until approved in writing.
5. Any additional requirements for payment included in the bid documents, general conditions or the contract documents must be provided as part of the Payment Application process.

C. Final Report Submission--Please submit the following documents detailed written report of:

1. Summary of inspection findings for each unit.
2. Photographic documentation. (Software portal is acceptable)
3. Laboratory results for **HEAVY** units only.
4. Identification of mold types (where applicable)
5. Moisture mapping results
6. Clear identification of areas affected or at risk
7. Recommendations on which, if any, cabinets, countertops, etc. require demolition vs cleaning.

D. Bid Allowances and Unit Cost:

1. HACFM understands that destructive testing may be required in some areas to determine the extent of the growth. In units that are currently occupied, all areas of destructive testing must be repaired. Bidders should include allowances for repairing such areas.

Attachment C – Submission Checklist

Select each item included in your bid.

- ☐ Title page, showing Invitation to Bid Number, Organization name and address, telephone number, and contact person
- ☐ Qualification Statements and Support (Section 10.2)
1. Surety Letter, if required because bid is greater than \$250,000
 2. Proof of Insurance
 3. Sun Biz Registration
 4. Mobilization Capacity Statement
 5. Compliance with Federal, State, and Local Codes, Regulations, and Requirements Statement
 6. SAM Registration
 7. Debarment Statement
 8. References
- ☐ Attachments A, B, C, D, and E

Legal Entity Name (Bidder): _____

Address of Bidder: _____

FEIN: _____

Name of Authorized Representative: _____

Title: _____ E-mail: _____

Phone Number: _____

Attachment D – Federal and State Certifications and Forms

Bidders must sign certifications where required and submit each of the following with their bid.

1. HUD Form 1321
2. Davis-Bacon Act WD # FL20260069
3. Lee County CDBG-DR Supplemental Conditions Form – October 28, 2025, Version
4. 5370-C, Section II – General Conditions for Non-Construction Contracts
5. 5369-A – Representations, Certifications, and Other Statements of Bidders
6. Public Entity Crime Form
7. 92010 – HUD Equal Opportunity
8. 50070 – Certification of Drug-Free Workplace
9. Non-Collusion
10. Disclosure of Lobbying Activities (SF-LLL)
11. Section 3 Certification and Plan
12. WH347 Wage & Hour (Certified Payroll)
13. HUD-4010 Federal Labor Standards Provisions
14. Contract Supplemental Conditions

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

866-487-9243
dol.gov/agencies/whd



"General Decision Number: FL20260069 01/02/2026

Superseded General Decision Number: FL20260069

State: Florida

Construction Type: Residential

County: Lee County in Florida.

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

Modification Number Publication Date
0 01/02/2026

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-025 07/01/2023

	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0397-003 07/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 35.25	17.32

SUFL2009-108 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Cabinet Installation (Excludes Drywall Hanging).....	\$ 14.09	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.90	0.00
DRYWALL HANGER.....	\$ 12.33	0.00
ELECTRICIAN.....	\$ 14.75	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.25	0.00
LABORER: Common or General.....	\$ 9.53	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$ 10.42	0.00
LABORER: Pipelayer.....	\$ 15.14	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 13.54	0.00
OPERATOR: Asphalt Paver.....	\$ 12.00	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.25	0.00
OPERATOR: Bulldozer.....	\$ 14.50	2.00
OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 12.17	0.00
OPERATOR: Roller.....	\$ 10.62	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 14.81	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER, Includes Brush, Roller and Spray.....	\$ 12.40	0.00
PLASTERER.....	\$ 15.00	0.00
PLUMBER.....	\$ 14.25	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 15.65	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 9.85	0.38
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS
REQUIRED FOR ALL CDBG-DR FUNDED PROJECTS**

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327.
- 1.2 PROPOSER, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (2) 24 CFR Part 570 - Community Development Block Grants as amended by the CDBG-DR Consolidated Waivers and applicable Alternative Requirements Notices.
 - (3) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - (4) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - (5) 31 CFR Part 205 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the Proposer, the Proposer’s investment, the amount of subcontracting necessary, the quality of the Proposer’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

- 2.1. All departments/offices administering federal funded programs, including CDBG – DR, along with their contractors, subcontractors, subrecipients, developers and other agents, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) et seq.; Executive Order 13166; and the U.S. Department of Labor Revised Guidance Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) persons, as well as any applicable Executive Orders.

3. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the COUNTY, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any

means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6. The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the COUNTY.

4. DHS SEAL, LOGO, AND FLAGS

- 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.

5. LOCAL VENDOR PREFERENCE EXCLUSION:

- 5.1. Local CONSULTANT/CONTRACTOR/VENDOR Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

- 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

- 8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements), and 18 U.S.C. 1001 applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.

9. SUBCONTRACTS

- 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONTRACTOR/PROPOSER/CONTRACTORS.

10. CONFLICT OF INTEREST

- 10.1. No employee, officer, board member, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of

interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- 11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.
- 11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 11.3. It shall be the CONSULTANT/CONTRACTOR/VENDOR's responsibility to familiarize themselves with all rules and regulations governing this program.
- 11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

12. ENERGY POLICY AND CONSERVATION ACT

- 12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESS, AND LABOR SURPLUS AREA FIRMS

- 13.1. In accordance with 2 CFR Part 200.321, the CONSULTANT/CONTRACTOR/VENDOR must make efforts to ensure that small and minority businesses, veteran-owned business, and women's business enterprises, and labor surplus area firms are considered as set forth below.
 - 13.1.1 Place qualified small and minority businesses, veteran-owned business, and women's business enterprises on solicitation lists.
 - 13.1.2 Assuring that small and minority businesses, veteran-owned business, and women's business enterprises are solicited whenever they are potential sources.
 - 13.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 13.1.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, veteran-owned business, and women's business enterprises.
 - 13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, veteran-owned business, and women's business enterprises.
 - 13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

14. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS,

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- 14.1. 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.
- 14.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements 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.
- 14.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT'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 24 CFR 75.23(b).
- 14.4. The CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- 14.5. 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.
- 14.6. 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.

15. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 15.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 16.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2

17. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 17.1. **MATERIAL BREACH** A Proposer may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Proposer failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Proposer failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Proposer becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Proposer becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Proposer's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Proposer or any of the Proposer's property and such appointment endangers the Proposer's proper performance hereunder; 6. A determination that the Proposer is in violation of federal, state, or local laws or regulations and that such determination renders the Proposer unable to perform any aspect of the Agreement.
- 17.2. **OPPORTUNITY TO CURE** In the event that Proposer fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Proposer may have a period of time in which to cure. The County is not required to allow the Proposer to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Proposer's liability for damages, or otherwise affect any other remedies available against Proposer under the Agreement or by law. If the breach remains after Proposer has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Proposer from receiving future solicitations or other opportunities; 6. Require Proposer to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- 17.3. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Proposer has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Proposer in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Proposer from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Proposer or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Proposer shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Proposer was not in material breach; or (2) failure to perform was outside of Proposer's or its sub Proposer's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 17.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Proposer. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Proposer for such termination.

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS

- 18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

19. SUSPENSION AND DEBARMENT

- 19.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 19.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 24 C.F.R 570.609 and 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 19.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. RECOVERED MATERIALS

- 20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.
- 20.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <https://www.epa.gov/smm/product-resource-guides-comprehensive-procurement-guideline-cpg-program>.

21. OTHER REMEDIES AND RIGHTS

- 21.1. Pursuing any of the above remedies will not keep the COUNTY from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the CONSULTANT/CONTRACTOR/VENDOR.
- 21.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the COUNTY and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

22. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708) - for contracts over \$100K

- 22.1. **Overtime requirements.** No Proposer or sub-Proposer contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 22.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any sub-Proposer responsible therefor shall be liable for the unpaid wages. In addition, such Proposer and sub Proposer shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. These liquidated damages shall be calculated for each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause in paragraph (1), for each calendar day during which the individual was required or permitted to work in excess of the standard forty-hour work-week without receiving the required overtime compensation. The applicable amount for such liquidated damages is determined by the U.S. Department of Labor and can be found at: <https://www.dol.gov/agencies/whd/resources/penalties>
- 22.3. **Withholding for unpaid wages and liquidated damages.** The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or sub Proposer under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or sub Proposer for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 22.4. **Subcontracts.** The Proposer or sub Proposer shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub Proposers to include these clauses in any lower tier subcontracts. The prime Proposer shall be responsible for compliance by any sub Proposer or lower tier sub Proposer with the clauses set forth in paragraphs (1) through (4) of this section.

23. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

23.1. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Proposer and sub Proposers shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The COUNTY will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

23.2. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Proposer shall observe all local, state and federal laws in purchasing and handling explosives. The Proposer shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Proposer shall notify all the COUNTYs of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Proposer or his Surety for damages that may be caused by such use.

23.3. Danger Signals and Safety Devices

The Proposer shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Proposer fails or neglects to take such precautions, the COUNTY may have such lights and barricades installed and charge the cost of this work to the Proposer. Such action by the COUNTY does not relieve the Proposer of any liability incurred under these specifications or contract.

24. CLEAN AIR ACT

- 24.1. The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 24.2. The Proposer agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 24.3. The Proposer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. FEDERAL WATER POLLUTION CONTROL ACT

- 25.1. The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 25.2. The Proposer agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 25.3. The Proposer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. BYRD ANTI-LOBBYING AMENDMENT

- 26.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each

tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- 27.1. If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and Lee County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

28. CIVIL RIGHTS ACT OF 1964

- 28.1. CONSULTANT/CONTRACTOR/VENDOR agree that Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

29. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

- 29.1. CONSULTANT/CONTRACTOR/VENDOR agrees that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program.

30. SECTION 503 OF THE REHABILITATION ACT OF 1973

- 30.1. The CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR 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:
- 31.1.1 Recruitment, advertising, and job application procedures;
 - 31.1.2 Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - 31.1.3 Rates of pay or any other form of compensation and changes in compensation;
 - 31.1.4 Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - 31.1.5 Leaves of absence, sick leave, or any other leave;
 - 31.1.6 Fringe benefits available by virtue of employment, whether or not administered by the Proposer;
 - 31.1.7 Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - 31.1.8 Activities sponsored by the Proposer including social or recreational programs;
 - 31.1.9 Any other term, condition, or privilege of employment.
- 30.2. The Proposer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 30.3. In the event of the Proposer's 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.

- 30.4. The Proposer 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 Proposer's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The proposer 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 Braille 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 proposer, a proposer will satisfy its posting obligations by posting such notices in an electronic format, provided that the proposer provides computers, or access to computers, that can access the electronic posting to such employees, or the proposer 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 proposer to notify job applicants of their rights if the proposer utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- 30.5. E. The Proposer will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Proposer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.
- 30.6. The Proposer will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub Proposer or CONTRACTOR. The Proposer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- 30.7. The Proposer must, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

31. SECTION 504 OF THE REHABILITATION ACT OF 1973

- 31.1. CONSULTANT/CONTRACTOR/VENDOR agree that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.

32. AGE DISCRIMINATION ACT OF 1975

- 32.1. The Proposer shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

33. VIETNAM ERA VETERANS' READJUSTMENT ACT OF 1974, SECTION 402

- 33.1. The Proposer shall comply with the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Section 402, as amended. Section 402 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam Era Veterans and qualified special disabled veterans.

34. CHANGES

- 34.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the COUNTY.

35. COPYRIGHT AND DATA RIGHTS

- 35.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

36. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS

- 36.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

37. FEDERAL LABOR STANDARDS

37.1. Applicability

i. Minimum wages and fringe benefits

All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be Posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe

benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(E) The Contracting Officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

37.2. Withholding

i. Withholding requirements

LCBOCC may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), LCBOCC may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its reprourement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

37.3. Payrolls and basic records

i. Basic Record Requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the

Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance.** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or the contractor's or subcontractor's agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be provided under section 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5(a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of Work actually performed, as specified in the applicable wage determination incorporated into the Contract.
- D. Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

37.4. Apprentices and equal employment opportunity

i. Apprentices.

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.be permitted

C. Apprenticeship ratio The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii. **Equal employment opportunity** - The utilization of apprentices and journey worker under this part shall be in conformity with the equal employment opportunity requirements of 29 C.F.R. part 30.

37.5. **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

37.6. **Subcontracts.** The CONTRACTOR or sub- CONTRACTOR must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

37.7. **Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 CFR 5.12.

37.8. **Compliance with Davis - Bacon and Related Act requirements.** All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

37.9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

37.10. **Certification of eligibility**

- i. By entering into the Contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a)
- iii. The penalty for making false statements is prescribed in the U.S., Title 18 Crimes and Criminal Procedure, 18U.S.C. 1001.

37.11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. By Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

38. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

38.1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

38.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1). The applicable amount for such liquidated damages is determined by the U.S. Department of Labor and can be found at: <https://www.dol.gov/agencies/whd/resources/penalties>

38.3. **Withholding for unpaid wages and liquidated damages**

- i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- ii. **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

- 38.4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 38.5. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- 38.6. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- 38.7. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- 38.8. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such

contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

38.9. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

- 38.9.1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 38.9.2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- 38.9.3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

39. COPELAND ANTI-KICKBACK ACT

- 39.1. Recipient and sub-recipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- 39.2. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to projects funded solely through the FEMA Public Assistance Program.
- 39.3. Compliance
 - 39.3.1. CONSULTANT/CONTRACTOR/VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, which are incorporated by reference into the Contract.
 - 39.3.2. Subcontracts. The CONSULTANT/CONTRACTOR/VENDOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime CONSULTANT/CONTRACTOR/VENDOR shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.
 - 39.3.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

40. BUILD AMERICA, BUY AMERICA ACT (BABA) – INFRASTRUCTURE PROJECTS

- 40.1. If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:
 - 40.1.1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - 40.1.2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of Domestic content of the manufactured product has been established under applicable law or regulation; and

40.1.3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

40.1.4. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

41. INVESTING IN AMERICA

41.1. If applicable, Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, must include the following provision:

41.1.1. Signage Requirements

41.1.1.1. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

41.1.1.2. The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>

41.1.1.3. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

42. EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS

42.1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran 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.
- vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- viii. Activities sponsored by the contractor including social or recreational programs.
- ix. Any other term, condition, or privilege of employment.

- 42.2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- 42.3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- 42.4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.
- 42.5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico,

Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

42.6. As used in this clause:

- i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
- ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

42.7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

42.8. In the event of the contractor's 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.

42.9. The contractor 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's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor 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 to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

42.10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against protected veterans.

42.11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$150,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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.

- 42.12. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

End of Supplemental Conditions

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 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 maintenance 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-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

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

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

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

1. Minimum Wages

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

(ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

(c) **Withholding for unpaid wages and liquidated damages.**

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

STATEMENT OF PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the _____ by _____
(type individual's name and title)

(type name of entity submitting sworn statement)
whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
(1) A predecessor or successor of a person convicted of a public entity crime: or (2) An entity under control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

STATEMENT OF PUBLIC ENTITY CRIMES
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

I understand that a "person" as defined in Paragraph 287.133 (1)(e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of it's officers, officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity, or an affiliate of the entity has been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of it's officers, officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity, or an affiliate has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority. _____
(name of individual signing)

who, after first being sworn by me, affixed his / her signature in the space provided above on this

_____ day of _____, 20 _____.

_____ My commission expires: _____

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

OMB Number: 2501-0044

Expiration Date: 2/28/2027

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official		Title	
Signature		Date	
X			

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 06/30/2028

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name * Street 1 Street 2 * City State Zip Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: 	7. * Federal Program Name/Description: Assistance Listing Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Completed on submission to Grants.gov *Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



SECTION 3 PLAN

THE HOUSING AUTHORITY OF THE CITY OF FORT MYERS

BOARD APPROVED: SEPTEMBER 27, 2023

Section 3 Plan
Housing Authority of the City of Fort Myers
4224 Renaissance Preserve Way
Fort Myers, FL 33916



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	Exhibit 5: SECTION 3 AND TARGETED SECTION 3 WORKER: PUBLIC HOUSING/SECTION 8 CERTIFICATION	
	EXHIBIT 6: SECTION 3 BUSINESS CONCERN CERTIFICATION FOR CONTRACTING	
	EXHIBIT 7: CERTIFICATION FOR RESIDENT SEEKING SECTION 3 TRAINING AND EMPLOYMENT PREFERENCE	
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INTRODUCTION

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C 1701u) that is regulated by the provision of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

HUD updated the regulations under Section 3. The Housing Authority of the City of Fort Myers has updated its Section 3 plan in accordance with the Final Rule of Section 3 regulations, at 24 CFR Part 75 (the new rule), which was published on September 29, 2020, and became effective on November 30, 2020. The new rule updated HUD's Section 3 regulations by reducing regulatory burden and incentivizing employers to retain and invest in low- and very low-income workers. The new rule streamlined reporting requirements and provided program specific oversight while simplifying the administrative responsibility. Updates were included in HUD's PIH Notice 2022-10, issued April 18, 2022

This Section 3 Plan explains The Housing Authority of the City of Fort Myers (HACFM) policies on the opportunities offered to low-income persons and describes any criteria or standards pertaining to HUD's recommended policies. The HACFM will, to the greatest extent feasible, attempt to offer training and employment skills building programs for the residents of public housing in Fort Myers, and will make a good faith effort to recruit as many lower income residents as possible for employment and instructional positions, and contract opportunities to provide economic opportunities for area residents and area business concerns, in accordance with Section 3 of the Housing and Urban Development (HUD) Act of 1968.

Established by The Housing Authority of Fort Myers, Florida and approved by Action of the Board of Commissioners (Board), for the City of Fort Myers, Florida, this Section 3 Plan is in compliance with the Annual Contributions Contract (ACC) between the Housing Authority and HUD, Federal Regulations at 24 CFR 75, the procurement standards of the HUD Handbook 7460.8, REV 2, Procurement Handbook for Public Housing Agencies, and applicable state of Florida and local laws.



Section 3 of the Housing and Urban Development Act of 1968

Old Rule - 24 CFR Part 135	New Rule - 24 CFR Part 75
Focusing on sustained employment of low- and very low-income populations	
A new hire for a temporary, one-month job and a new hire for a permanent, year-round job counted the same, instead of placing more value on long-term employment.	Recognizes the greater value of the permanent job by focusing on labor hours instead of new hires, creating an incentive for employers to invest in and retain their newly hired low-income workers.
Crediting successful sustained employment in reporting benchmarks	
Former benchmarks: • 30% of persons hired by Section 3 funding must be Section 3 residents • 10% of total funds for construction contracts awarded to Section 3 businesses • 3% of total funds for non-construction contracts awarded to Section 3 businesses • No updates to these benchmarks	Final rule benchmark notice: • 25% of all labor hours must be performed by a Section 3 worker • 5% of all labor hours must be performed by Targeted Section 3 workers • Benchmark notice should be updated by the Secretary every three years
Allowing varied outcomes for different geographies and activities	
Section 3 residents are: • Public housing residents • Low- and very low-income persons who live in the metropolitan area or non-metropolitan county where a HUD assisted project for housing or community development is located	Section 3 workers are: • Workers whose incomes for the previous or annualized calendar year are below the income limit established by HUD • Employed by a Section 3 business concern • YouthBuild participants
Under the old rule, there is no distinction or prioritization of hiring Targeted Section 3 workers.	New rule emphasizes the priority hiring of Targeted Section 3 workers living in public or Section 8-assisted housing or within a 1 mile radius of the project site.
Section 3 business concerns are: • At least 51% owned by Section 3 residents • At least 30% of employees are currently Section 3 residents, or were within first three years of employment • Businesses that subcontract more than 25% of all subcontracts to a Section 3 business concern	Section 3 business concerns are: • At least 51% owned and controlled by low- or very low-income persons • Businesses where Section 3 workers perform over 75% of the labor hours over a three-month period • At least 51% owned and controlled by current public housing or Section 8-assisted housing residents
Integrating Section 3 into the program offices	
Enforcement and compliance was performed by the Office of Fair Housing and Equal Opportunity.	Enforcement and compliance will be integrated into regular program office work.
Reducing reporting requirements for grantees who are meeting benchmarks	



PART I: OVERVIEW OF SECTION 3 REQUIREMENTS

A. WHAT IS SECTION 3

The New Rule updated HUD's Section 3 regulations by reducing regulatory burden and incentivizing employers to retain and invest in low- and very low-income workers. The New Rule streamlined reporting requirements and provided program specific oversight while simplifying administrative responsibility.

A more sustainable approach to long-term employment, labor hours under Section 3 are to be counted as a percentage of hours for a project and benchmarks adjusted to be more feasible, are a few of the key changes that will allow more workers and businesses to participate in Section 3 related projects. Such changes acknowledge the costly nature of hiring new employees and the seasonal availability of construction-related work, aiming for a more sustainable and long-term approach to Section 3 employment.

B. PURPOSE

This Section 3 Plan outlines how The Housing Authority of the City of Fort Myers (HACFM) and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing HACFM's HUD Public Housing programs. The HACFM will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low and very low-income people and to eligible businesses, and requires the same of its contractors.

The HACFM may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. APPLICABILITY, 24 CFR 75.3

Section 3 applies to public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.



For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level. For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiply funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard control and Healthy Homes Program.

Section 3 requirements do not apply to: 1) Material Supply Contracts – 73.3(b), 2) Indian and Tribal Preferences – 75.3(c), and 3) Other HUD assistance and other federal assistance not subject to Section 3 75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

PART II: SECTION 3 COORDINATOR

The HACFM's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for HACFM and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to HACFM's Section 3 Coordinator with questions regarding Section 3 guidance and compliance.

Tyra Guthrie
Section 3 Coordinator
Email: TyraGGuthrie@HACFM.org
Phone: 239-344-3220



PART III: EMPLOYMENT, TRAINING, AND CONTRACTING GOALS

A. SAFE HARBOR COMPLIANCE AND BENEFICIARIES, 24 CFR 75.5

The Following types of economic opportunities are covered by Section 3:

- Job Training
- Employment
- Contracts

Training or employment opportunities resulting from public housing development or operating assistance including administration, management, clerical support, and construction are subject to compliance with Section 3.

The HACFM will be considered to have complied with Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

- 1) The final rule defines Section 3 Workers as any worker who currently fits, or when hired, fit at least one of the following categories as documented within the past five years:
 - a) The workers income for the previous or annualized calendar year is below the income limits established by HUD,
 - b) The worker is employed by a Section 3 business concern,
 - c) The worker is an FSS or ROSS program participant.

(For public housing financial assistance)

- 2) The final rule defines Targeted Section 3 worker as a Section 3 worker who is also:
 - a) A worker employed by a Section 3 business concern: or
 - b) A worker who currently is, or who was when hired, as documented within the past five years:

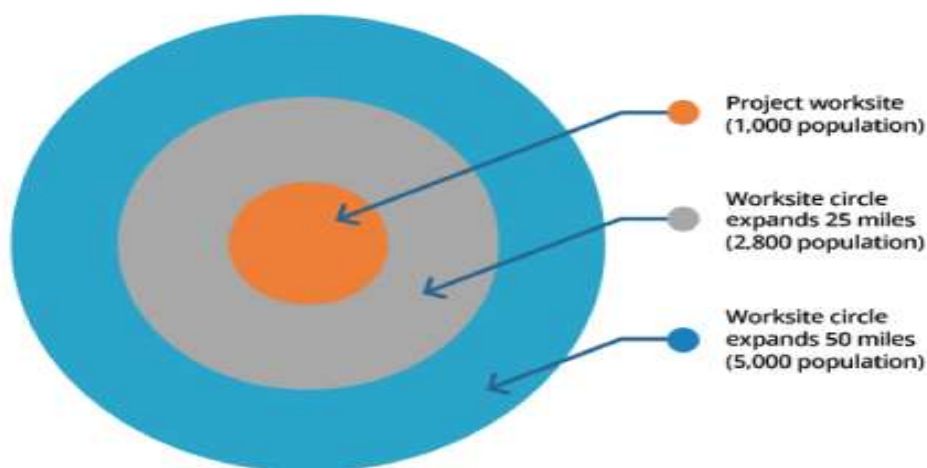


- A resident of public housing or Section 8-assisted housing
- A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is expending assistance or
- An FSS or ROSS program participant

(For housing and community development financial assistance)

- 3) The final rule defines a Targeted Section 3 worker who is also:
- a) A worker employed by a Section 3 business concern: or
 - b) A worker who currently fits, or when hired fit, at least one of the following categories, as documented within the past five years:
 - Living within one mile of the service area or the neighborhood of the project:
 - * If fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.
 - * An FSS or ROSS program participant

Determining a Service Area: When fewer than 5,000 people living within one mile of the Section 3 project, a recipient of housing and community development financial assistance may increase the size of the service area so that it is sufficient to encompass a population of 5,000 people, according to the most recent U.S. Census. This chart provides an example of a recipient who determined that a one-mile radius around the Section 3 project site would only include 1,000 people. When expanding the radius to 25 miles around the Section 3 project site, it only included 2,800 people. The recipient expanded and ultimately defined their service area for this Section 3 project at 50 miles, which encompassed 5,000 people.



If the contractor and subcontractor do not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. SAFE HARBOR BENCHMARKS, 24 CFR 75.5, 24 CFR 75.13

Section 3 recipients will be considered to have complied with Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary. If they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency does not meet the benchmark requirements but can provide evidence that they have made qualitative efforts to assist low and very-low-income persons with employment and training opportunities, the recipient is in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

The HACFM has established employment and training goals that subrecipients, contractors and subcontractors should meet in order to comply with Section 3 requirements outlined in [24 CFR Part 75.9-for public housing financial assistance] or [24 CFR Part 75.19-for housing and community development financial assistance]. The safe harbor benchmark goals are as follows:

(For public housing financial assistance)

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers. Section Labor Hours/Total Labor Hours – 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Target Section 3 workers, as Targeted Section 3 Labor Hours/Total Labor Hours – 5%



$$\frac{\text{Section 3 labor hours}}{\text{Total labor hours}} = 25\% \quad \text{AND} \quad \frac{\text{Targeted Section 3 labor hours}}{\text{Total labor hours}} = 5\%$$

(For housing and community development financial assistance)



- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers: $\text{Section 3 Labor Hours} / \text{Total Labor Hours} = 25\%$

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. $\text{Targeted Section 3 Labor Hours} / \text{Total Labor Hours} = 5\%$



$$\frac{\text{Section 3 labor hours}}{\text{Total labor hours}} = 25\% \quad \text{AND} \quad \frac{\text{Targeted Section 3 labor hours}}{\text{Total labor hours}} = 5\%$$

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, The HACFM will review and update the Section 3 Plan as necessary and depending on HUD Updates and Public Notices.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks was not feasible. All contractors submitting bids or proposals to The HACFM are required to certify that they will comply with the requirements of Section 3.

Universe of Workers

When reporting Section 3 worker and Targeted Section 3 worker labor hours, it is important to note that the count of Targeted worker labor hours is contained within the count of the overall Section 3 worker labor hours as illustrated in the following chart. Therefore, the total percentage of total labor hours that need to be performed by a combination of Section 3 workers and Targeted Section 3 workers is 25 percent, with at least 5 percent of the total labor hours performed by Targeted Section 3 workers.



The graphic above shows three concentric circles. The smallest internal circle illustrates Targeted Section 3 workers, the mid-sized circle illustrates all Section 3 workers, and the largest external circle illustrates all workers.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING, 24 CFR 75.9, 24 CFR 75.19

1. EMPLOYMENT AND TRAINING

Under The HACFM's Section 3 Program, contractors and subcontractors should make their best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

(For public housing financial assistance)

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in FSS and ROSS programs; and
- 4) To low- and very low-income people residing within the metropolitan area (or nonmetropolitan county) in which assistance is expended.

(For housing and community development financial assistance)

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is, in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in FSS and ROSS programs.

Contractors and subcontractors will be required to certify that they will and have made their best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.



2. CONTRACTING

Under The HACFM's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

(For public housing financial assistance)

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided.
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance.
- 3) FSS and ROSS programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

(For housing and community development financial assistance)

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is, in the following order of priority (where feasible):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) FSS and ROSS programs.

Contractors and subcontractors will be required to certify that they will and have made their best efforts to follow the prioritization of effort requirements prior to beginning work and after work is completed.

D. DAVIS BACON AND RELATED ACTS

For HUD assisted projects, including Section 3 projects, where the threshold and criteria for Davis-Bacon and Related Acts (DBRA) are met, the requirements of DBRA will apply.



The wage determination that will apply to the project should be determined by The HACFM prior to contracting. The Davis-Bacon wage rates will be the minimum prevailing wages in the State of Florida as determined by the U.S. Department of Labor (DOL).

Verification of the final wage decision applicable to the project must be pulled out the Friday before the contract is executed to ensure the most recent wage decision modification is applied to the project.

If Florida's minimum or prevailing wage is higher than the federal prevailing wages, the Florida State minimum or prevailing wage will apply (except where the public housing project assisted under the United States Housing Act of 1937, a higher state prevailing wage rate shall apply, 24 CFR 965.101). If there is a state prevailing wage law that sets minimum wages by worker classification, The HACFM will consult with their procurement and legal staff to determine which wage rates to utilize for the project. In no instance shall any state wage rates that are lower than the applicable Davis-Bacon wage rates be applicable.

E. PROFESSIONAL SERVICES

In the final rule, HUD amended the professional services definition to clarify that only non-construction services that require an advanced degree or professional licensing (e.g., legal, accounting, and engineering), rather than all non-construction services, are excluded from Section 3. HUD wants to ensure this final rule's emphasis encapsulated the statutory requirements to prioritize low- and very low-income workers and provides this category of exempted workers from reporting given the challenge to hire low- and very low-income workers in jobs that require such degrees and licensing.

Defining Professional Services

Professional services are non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.



The final rule does , however, give credit in reporting for opportunities that are created in the professional services context by including professional services labor hours in the numerator, and not in the denominator, or the reported outcomes ratios. The reporting structure in the rule allows a recipient to count as a Section 3 labor hours and as Targeted Section 3 labor hours for any work performed by a Section 3 worker or Targeted Section e worker (I.e., in the numerator of the calculation), even when the professional services are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a recipient a bonus if they can report Section 3 hires in the professional services context.

PART IV: ELIGIBILITY AND CERTIFICATIONS

A. SECTION 3 ELIGIBILITY AND CERTIFICATIONS

Individuals and businesses that meet Section 3 criteria may seek Section 3 preferences from The Housing Authority of the City of Fort Myers or its contractors or subcontractors for training, employment, or contracting opportunities generated by The HACFM's financial assistance or housing and community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to The HACFM may have their contract terminated as default and be barred from ongoing and future considerations for contracting opportunities.

1. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, The HACFM will use individual income rather than family or household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.



Persons seeking the Section 3 worker preference shall demonstrate that they meet one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident(the worker's income for the previous or annualized calendar year is below the income limit established by HUD), or
- 2) Employed by a Section 3 business concern, or
- 3) An FSS or ROSS participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that they meet one or more of the following criteria:

(For public housing financial assistance)

- 1) Employed by a Section 3 business concern, or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years.
 - a) A resident of public housing, or
 - b) A resident of other public housing projects or Section 8-assisted housing, or
 - c) An FSS or ROSS participant

(For housing and community development assistance)

- 1) Employed by a Section 3 business concern, or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years.
 - a) Living within the service area or the neighborhood of the project as defined in 24 CFR Part 75.5, or
 - b) An FSS or ROSS participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form.

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

The Housing Authority of the City of Fort Myers encourages contractors and subcontractors to make their best efforts to award contracts and subcontracts to Section 3 business concerns.



Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business Registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low – or ver6y low-income persons: or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period and performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to the HACFM, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form.

Section 3 Business Concern Certification Forms must be submitte4d at the time of bid or proposal. If The HACFM previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, if the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire in twelve months. Establishing a twelve-month certification of eligibility period allows The HACFM the ability to assess contractor performance to ensure the business is striving to meet the required goals.

PART V: ASSISTING CONTRACTORS WITH ACHIEVING SECTION 3 GOALS

To assist contractors with meeting or exceeding the Section 3 goals, The HACFM will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures,
- 2) Require contractors wishing to submit a bid or proposal to attend a pre-bid meeting,
- 3) Require contractors to sign the Section 3 Plan at pre-construction conference,



- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every feasible effort to make Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers before any other person, when hiring additional employees is needed to complete proposed work to be performed by the HACFM.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker or Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal, <https://hudapps.hud.gov/OpportunityPortal/>.
- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local businesses to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry, <https://www.hud.gov/Section3businessregistry>
- 10) Leverage The HACFM's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of the contract award.

PART VI: SECTION 3 OUTREACH

A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, The HACFM's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent possible.



- 1) Notify the Section 3 Coordinator when training opportunities are available,
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers,
- 3) Conduct an annual training course for Section 3 workers and Section 3 businesses.

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement.
“This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing, and/or receive a Section 8 voucher”.
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 workers and Targeted Section 3 workers in the HACFM database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates.
- 4) Establishing a current list of Section 3 eligible applicants
 - a) Contacting local community organizations and provide them with job postings for
 - b) Section 3 eligible applicants, and
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants, and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks, including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook.
 - b) Advertising job opportunities via flyer distribution and posting ads in common areas of housing developments and all public housing management offices.
 - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.



B. OUTREACH EFFORTS FOR CONTRACTING

When contracting opportunities arise, The HACFM will employ the following strategies to notify Section 3 business concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 business concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to the Section 3 Plan.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Connecting with local Business/Economic Development agencies to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns.
- 7) Working with Section 3 business concerns to support business development and encourage collaboration by contractors with The HACFM to further contracting opportunities.

PART VII: SECTION 3 CONTRACTING POLICY AND PROCEDURE

The Housing Authority of the City of Fort Myers will incorporate Section 3 into its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 business concerns.

All contractors or businesses seeking Section 3 preference must, before submitting bids or proposals to The HACFM be required to complete certifications, as appropriate. Such certificates shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.



PART VIII: SECTION 3 PROVISIONS/CONTRACT LANGUAGE

The Housing Authority of the City of Fort Myers will include standard Section 3 language in all its contracts to ensure compliance with regulations in 24 CFR Part 75. The HACFM will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractors that have been found in violation of Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit The HACFM contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR part 75.9, or 24 CFR Part 75.19.

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of contracts for default, and debarment or suspension from future HUD assisted contracts.

PART IX: SECTION 3 REPORTING REQUIREMENTS, 24 CFR 75.15

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to The HACFM's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

A. MONTHLY REPORTING

Contractors are required to submit monthly activity reports to HACFM's Section 3 Coordinator, by email to marcia@hacfm.org by the 5th business day of each month.

B. ANNUAL REPORTING

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
- 2) Upon the completion of a project, The HACFM's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.



3) The HACFM's Section 3 Coordinator will submit Section 3 data into the HA's required reporting system to HUD for the appropriate reporting period, 60 days after the fiscal year end (FYE) to coincide with the submission with the Financial Data System (FDS), whichever comes first.

C. REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, The HACFM will report on the project as a whole and will identify the multiple associated recipients.

2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), The HACFM will follow subpart C of CFR Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold.

D. QUALITATIVE REPORTING, 24 CFR 75.15 and 24 CFR 75.25

If HAFMS's reporting indicates that they have not met the Section 3 benchmarks, they must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers,
- Provided training or apprenticeship opportunities,
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Provided or connected Section 3 workers with assistance in seeking employment including' drafting resumes, preparing for interviews, and finding job opportunities,
- Connecting residents to job placement services



- Held one or more job fairs,
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare),
- Provided assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training,
- Assisted Section 3 workers to obtain financial literacy training and/or coaching,
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns,
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts,
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns,
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns,
- Promotes use of business registries designated to create opportunities for disadvantaged small businesses,
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

PART X: INTERNAL SECTION 3 COMPLAINT PROCEDURE

To resolve complaints generated due to non-compliance through an internal process, The HACFM encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and a brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within ten (10) calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if the complaint is found to be valid. The HACFM will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.



- 4) The HACFM will provide written documentation detailing the findings of the investigation. The HACFM will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than ten (10) days after the filing of the complaint. If complainants wish to have their concerns considered outside of the HACFM, a complaint may be filed with the HACFM Board of Directors.
- 5) The local HUD Field Office responsible for the public housing financial assistance or the Section 3 project can be found through the HUD website at www.hud.gov/.
- 6) Complainants may be eligible to bring complaints under federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or over), disability or genetic information (medical history or predisposition to disease) For more information about complainant rights, please contact EEOC at www.EEOC.gov.
- 7) The Department of Labor Office of Federal Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government.



XI: SECTION 3 HUD COMPLIANCE REVIEW CHECKLIST

An example of some records that recipients should maintain for a compliance review are:

Planning and Procedure Documents

- Copies of signed Consolidated Plan or Public Housing Annual Plan certifications/assurances.
- Annual Plans or other performance reports (i.e., Consolidated Plans, Action Plans, CAPERs, PHA Annual Plans, Budget documents, etc.), to determine the beginning and end dates of the recipient's program or fiscal year and the dollar amount of covered projects/activities that were completed during the program or fiscal years under review.
- Recipient procedures for monitoring subrecipients, developers, contractors, and subcontractors for compliance.
- Descriptions of procedures used by the recipient, subrecipients, developers and contractors to verify the eligibility of Section 3 workers and businesses, to determine if these procedures are consistent with the regulation and to ensure that they do not create any undue burden to prospective beneficiaries.

Procurement and Contract Documents

- Procurement records, to identify the dollar amount of each covered contract awarded during the time span under review.
- Copies of bid solicitations, to ensure that Section 3 applicability is referenced.
- Contract documents, to ensure that they include a Section 3 clause in contracts awarded.
- Minutes, sign-in sheets, agendas, or other relevant evidence from pre-construction meetings, to determine if Section 3 requirements were discussed with prospective bidders. (g) Plans for meeting or exceeding benchmarks by recipients and contractors (i.e., contractors' proposals or business utilization plan).
- Lists of Section 3 business concerns that received contracts/subcontracts during the period under review. This information should include name of contractor; address; telephone number; email address; contract amount; date awarded; and services provided.

Business and Worker Records

- Labor hour records of recipients and contractors, to determine the percentage of Section 3 workers and Targeted Section 3 workers in comparison to total labor hours.
- Lists of Section 3 workers and businesses maintained by the recipient, to determine the extent to which the recipient is attempting to provide economic opportunities to prospective beneficiaries.



- Lists of Section 3 workers or Targeted Section 3 workers employed by the recipient and/or its contractors during the period under review. This information should include the name of a low- or very low-income individual; address; telephone number; date hired; position; and current status (employed, terminated, etc.).
- Correspondence or other records from Section 3 workers and business regarding training, employment or contracting opportunities (including Section 3 grievances), to determine how those inquiries were addressed or resolved.

Outreach Documents

- Evidence of outreach efforts, to determine how Section 3 workers or businesses were targeted or recruited for employment, training, or contracting opportunities.
- Evidence that developers, contractors, or subcontractors notified local labor unions about their Section 3 obligations.
- Evidence that developers, contractors, or subcontractors posted signs regarding job vacancies and/or subcontracting opportunities at the job site.

Other Documents

- Other specific information related to Section 3 complaints that are currently pending HUD investigation.
- Other specific information related to steps taken by the recipient to address previous findings from Section 3 compliance reviews or other HUD monitoring reviews.
- Other relevant data that may demonstrate Section 3 compliance by the recipient.



XII. APPENDICES

APPENDIX A: DEEFINITIONS

The terms **HUD, Public housing, and Public Housing Agency (PHA)** are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

Contractor means any entity entering a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project: or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income people.
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers: or



APPENDIX A: DEFINITIONS CONTINUED

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is a person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is an FSS or ROSS program participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.



APPENDIX A: DEFINITIONS CONTINUED

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD.

XIII: SECTION 3 KEY RESOURCES

These resources may be employed to generate meaningful Section 3 outcomes in the form of jobs, training, and contracts for eligible persons and businesses.

- [24 CFR Part 75](#): Section 3 Notices Regulation: Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses
- [85 FR 60907](#) (may be updated every three years): Section 3 Benchmark Notice: Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses
- [Notice CPD-21-07](#): Section 3 of the Housing and Urban Development Act of 1968, as Amended by the Housing and Community Development Act of 1992, Final Rule Requirements for HOME and HTF projects.
- [Notice CPD-21-09](#): Section 3 of the Housing and Urban Development Act of 1968, as Amended by the Housing and Community Development Act of 1992, Final Rule Requirements for CDBG, CDBG-CV, CDBG-DR, CDBG-MIT, NSP, Section 108, and RHP Projects
- [Notice PIH 2022-10](#): Implementation of the Final Rule on Section 3 Regulations - 24 CFR Part 75
- [Notice PIH 2022-38/FPM-19-2022](#): Reporting Supplement to the Implementation of the Final Rule on Section 3 Regulations - 24 CFR Part 75





EXHIBITS

CONTRACTS AND FORMS



Section 3 Plan
Housing Authority of the City of Fort Myers
4224 Renaissance Preserve Way
Fort Myers, FL 33916



Exhibit 1

Section 3 Employer Certification Form-Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736B OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. This form is to be filled out by a representative of an employer of a Section 3 worker.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____



Please provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

☐ Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income limit \$XX,XXX
☐ Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	

*Currently or at the time of hire if hired within the past 5 years

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certify that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date



Exhibit 2

Section 3 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The in-formation will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident’s annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual’s current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____
Phone #: _____ Email: _____



Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

☐ Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income limit \$XX,XXX
☐ Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	
☐ Worker's residence is within the service area or neighborhood of the project	

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certify that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature _____

Date _____



Exhibit 3

Section 3 Worker Self-Certification Form- Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736D OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a FSS or ROSS program participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip
Phone #: _____ Email: _____



To qualify as a Section 3 Worker, you must self-certify that you meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

• Income for the previous calendar year is below the income limit* • A participant in a means-tested program such as public housing or Section 8-assisted housing • A FSS or ROSS Participant*	Income limit \$XX,XXX
--	------------------------------

*Currently or at the time of hire if hired within the past 5 years

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

___ A participant in a means-tested program such as public housing or Section 8-assisted housing ___ A FSS or ROSS participant*

*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certify that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date



Exhibit 4

Section 3 Worker Self-Certification-Housing and Community Development	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736C OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a FSS or ROSS participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box)	Apt#	City	State	Zip

Phone #: _____ Email: _____



To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

• Income for the previous calendar year is below the income limit* • A participant in a means-tested program such as public housing or Section 8-assisted housing • A FSS or ROSS Participant*	Income limit \$XX,XXX
--	------------------------------

*Currently or at the time of hire if hired within the past 5 years

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select “Living within the service area or neighborhood of the project,” that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

___ Living within the service area or neighborhood of the project (requires employer confirmation)* ___ FSS or ROSS participant*
--

*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certify that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date



Exhibit 5

Section 3 Public Housing/Section 8 Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736 OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31. This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing.

Please provide the worker’s information below:

Printed Name of Worker: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ _Email: _____



I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct information and certify that the worker identified above is a participant in a PHA or Section 8 assisted housing program. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Housing Representative Signature

Date



Section 3 Business Concern Certification for Contracting (Sample Form)

Instructions: Enter the following information and select the criteria that applies to certify your business’ Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from ONE of the following three options below that applies:

- ☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).
- ☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).



Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification? ☐ YES ☐ NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside) Page 2 od 2





Exhibit 7

Certification for Resident Seeking Section 3 Training and Employment Preference

Eligibility Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify or submit evidence to HACFM and/or recipient contractor/subcontractor, if requested, that the person is a Section 3 resident.

I, _____, am a legal resident of the City of Fort Myers

(Print name)

And meet the income eligibility guidelines for a low or very-low-income person for this area. My permanent address is:

I have attached the following documentation as evidence of my status:

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

Signature _____

Print Name _____ Date _____

Section 3 Plan
Housing Authority of the City of Fort Myers
4224 Renaissance Preserve Way
Fort Myers, FL 33916





Exhibit 8

Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity

Name of Business _____

Address of Business _____

Type of Business ____ Corporation ____ Partnership ____ Sole Proprietorship ____ Other

Type of Business Activity _____

Attached is the following documentation as evidence of status for all business entities (as applicable):

- | | |
|--|---|
| ☐ Copy of Articles of Incorporation | ☐ Certificate of Good Standing |
| ☐ Assumed Business Name Certificate | ☐ Partnership Agreement |
| ☐ List of owners/stockholders and 51% Ownership of each | ☐ Corporation Annual Report |
| ☐ Organizational chart with names, titles, And brief function statement | ☐ Latest Board minutes appointing officers |
| | ☐ Additional documentation |

For businesses claiming status as a Section 3 resident-owned enterprise: Certification for Section 3 residents (at least 51% of the business owners)

For businesses claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 business:

- ☐ List of subcontracted Section 3 business(es) and subcontract amount
- ☐ This certification & all supporting documentation for each subcontracted Section 3 business.

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

- ☐ List of all current full-time employees
- ☐ List of employees claiming Section 3 status
- ☐ Certification for Section 3 residents (at least 30% of all current full-time employees) with supporting documentation showing Section 3 status immediately prior to the date of first hire.

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

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

Authorized Name, Title and Signature

(Corporate Seal)

Attested by: _____

Date: _____

Section 3 Plan
Housing Authority of the City of Fort Myers
4224 Renaissance Preserve Way
Fort Myers, FL 33916





Exhibit 9

SECTION 3 SPECIAL CONDITIONS

The HACFM has initiated efforts to enhance resident hiring on construction related contracts. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors' hiring of HACFM residents and other low-income and/or very low-income residents residing in the Section 3 area.

1. Procurement Documents

- * Each bidder must include a Section 3 Opportunities Plan which indicates its commitment to meet HACFM resident hiring requirements.
- * If a bidder fails to submit a Section 3 Opportunities Plan and the related data along with the bid, such bid will be declared as "non-responsive".
- * For Invitations for Bids (IFB) where awards are made to the most responsive and responsible bidder, the bidder's commitment to satisfy HACFM resident hiring requirements will be a factor used in determining whether the bidder is "responsive".
- * For RFQ's, RFP's and IBF's, contractors shall be required to detail the cost of the bid or proposal by separately categorizing Section 3 contract cost by labor (person hours and dollar amounts).

2. Enforcement

- * To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.
- * During the post award or pre-construction meeting, the objective shall be to impart critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail (non-construction contracts do not require Davis-Bacon compliance).
- * Davis-Bacon Wage Requirements
- * Minority and Women Owned Business Participation requirements
- * Section 3 Program requirements

HACFM/LCHA representatives will require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, Section 3 hiring and Minority Women Owned Business participation.

3. Monitoring and Enforcement Authority and Responsibility

The function of monitoring and enforcing Section 3 compliance and hiring will be carried out by the Section 3 Compliance Officer.

Section 3 Plan
Housing Authority of the City of Fort Myers
4224 Renaissance Preserve Way
Fort Myers, FL 33916



PAYROLL NO.			FOR WEEK ENDING										PROJECT AND LOCATION				PROJECT OR CONTRACT NO.			
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
													FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS				

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)
_____;
(Building or Work) _____; that during the payroll period commencing on the _____

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R., Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACTOR'S STATUTORY COMPLIANCE AFFIDAVIT

I, _____, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern, pursuant to section 287.138, Florida Statutes, business entities that engage in forced labor and human trafficking practices, pursuant to sections 287.1346, and 786.06(13), Florida Statutes.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number:	

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138, Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138, Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138, Florida Statutes.
- My business entity does not engage in forced labor practices, as defined by section 287.1346, Florida Statutes.
- My business entity does not engage in human trafficking, as defined by section 787.06, Florida Statutes.
- My business entity does not employ or engage any person who performs any of the activities in section 787.30, Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of sections 287.1346 and 287.138, and chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

STATE OF _____

COUNTY OF _____

Sworn to (or Affirmed) and Subscribed Before Me By
Means of ☐ Physical Presence or ☐ Online Notarization
this _____ day of _____, 202__,
by _____, Who
☐ Is Personally Known to Me or ☐ Produced Identification.
Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath Pursuant to §117.03, Florida Statutes