



Request For Proposal

Kitchen Remodeling Project



NONPROFIT ORGANIZATION: DECATUR COOPERATIVE MINISTRY

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Request for Proposal

Name of Company: Decatur Cooperative Ministry
Project Name: DCM Kitchen Remodel
Project Manager: Marlene White
Prepared by: Marlene White
Date: 9/8/2023

PROJECT BACKGROUND AND DESCRIPTION STATEMENT:

The purpose of this request is to secure proposals for the remodel of existing Kitchen to provide improved food preparation area to support facility operations. Expansion into certain adjacent areas is proposed as part of kitchen improvement. There is no additional expansion of the building and no exterior site work.

- a) Footage of Work Area:
 - a. Kitchen / Pantry 267 S.F.
 - b. Dining / Laundry / Hall 957 S.F.
 - Total Work Area 1,224 S.F.
- b) Occupancy Classification: Residential, Group R-1 (IBC)
- c) Type of Construction: VA (IBC)
- d) Sprinkler System: Entire existing facility is equipped with a fully automatic sprinkler system.

DESCRIPTION OF THE PROJECT:

Decatur Cooperative Ministry's mission is to help families facing homelessness settle into safe, stable homes and build healthy lives filled with peace, hope, and opportunity. The Emergency Shelter Program (Hagar's House) is a 90-day low-barrier emergency night shelter and assessment center for families experiencing homelessness opened over two decades ago. The kitchen at Hagar's House sorely needs to be upgraded. During the kitchen remodeling, DCM will be repairing and replacing flooring, improving plumbing, bringing ceiling tiles up to code, and replacing all appliances, cabinetry, and countertops. As a result of the remodel, all kitchen equipment and related mechanicals will be updated to the current state of the art components.

FUNDING OF THE PROJECT:

Attention is called to the fact that this project is being funded ultimately through the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development. The bidder is asked to pay special attention to the Federal Regulations included in the bid package (see attached). These regulations include The Davis-Bacon Act, Section 3, the Contract Work Hours and Safety Standards Act, the Copeland (Anti-Kickback Act), and the Fair Labor Standards Act, among others.

COMPLIANCE REQUIREMENTS

Bidders are required to adhere to Federal Regulations outlined in the bid package. Key regulations include but are not limited to: (See attached Requirements for Federally Assisted Construction Projects for basic explanations of the relevant regulations , which the contract must comply.)

- Fair Housing and Equal Opportunity
 - Title VI of the Civil Rights Act of 1964
 - Age Discrimination Act of 1975
 - Section 109 of Title I of the Housing and Community Development Act of 1974
- Handicapped Accessibility
 - Americans with Disabilities Act

- Section 504
- Architectural Barriers Act of 1968
- Employment & Contracting
 - Equal Employment Opportunity, Executive Order 11246
 - Section 3 of the Housing and Urban Development Act of 1968
 - Minority /Women's Business Enterprise
 - Davis-Bacon Act (DBA) and Related Acts
 - Contract Work Hours and Safety Standards Act (CWHSSA)
 - Copeland Act (Anti-Kickback Act)
 - Fair Labor Standards Act (FLSA)

Scope of Work

Introduction Decatur Cooperative Ministry (DCM) seeks to renovate and expand its existing commercial kitchen to better serve the needs of the community and improve the efficiency and functionality of the facility. The scope of work outlined below details the specific tasks and requirements for this renovation project.

- **Expansion of Space**
 - **Architectural Design:** Quote should fully adhere to existing detailed architectural plans to for the expansion of the kitchen area. Refer to all quotes to plans which will be distributed at the Pre-Proposal Conference.
 - **Entryway Renovation:** Modify the kitchen's entryway to improve accessibility and workflow efficiency, as specified in the architectural plans.
 - **Storage Units Installation:** Install additional storage units as outlined in the architectural plans to accommodate kitchen equipment, supplies, and ingredients.
 - **Electrical Upgrades:** Upgrade the electrical system to meet commercial kitchen standards, including the installation of dedicated circuits for kitchen appliances and equipment.
- **Plumbing Upgrades**
 - **Sink Installation:** Add the required number of additional sinks in accordance with the architectural plans, ensuring compliance with health and safety regulations for commercial kitchens.
 - **Grease Trap Installation:** Install a new, appropriately sized grease trap system to comply with regulatory requirements for the safe disposal of kitchen waste.
- **Flooring Replacement**
 - **Flooring Assessment:** Evaluate the current flooring and subfloor condition for any damage or structural issues.
 - **Sustainable Flooring Installation:** Replace the existing flooring with sustainable and durable materials suitable for commercial kitchen use.
- **Cabinetry and Countertops**
 - **Cabinetry Replacement:** Remove and replace all existing cabinetry with commercial-grade, sustainable materials that offer ample storage and are easy to maintain.
 - **Food-Grade Countertops:** Install food-grade countertops made of materials that meet health and safety standards, ensuring durability and ease of cleaning.
- **Compliance and Quality Assurance**
 - **Permitting and Inspection:** Secure all necessary permits and schedule inspections as required by local authorities to ensure compliance with building and safety codes.
 - **Quality Assurance:** Implement quality control measures throughout the project to ensure that all work is completed to the highest standards of craftsmanship and in compliance with applicable regulations.
- **Timeline:** Develop a detailed project timeline that includes milestones, deadlines, and regular progress reporting to DCM.
- **Documentation:** Maintain thorough records of all project-related activities, including permits, inspections, contractor certifications, and warranties for materials and equipment.

- **Final Inspection:** Schedule a final inspection to ensure that all work has been completed satisfactorily and in accordance with the plans and specifications.
- **Warranty and Maintenance:** Provide DCM with all necessary warranty information and instructions for the ongoing maintenance and care of the renovated kitchen.

As mentioned above, the scope of work outlines the comprehensive renovation and expansion of Decatur Cooperative Ministry's commercial kitchen, ensuring that the facility meets modern standards for safety, sustainability, and functionality. The selected contractor must adhere to the established plan and maintain clear communication with DCM, articulating to the Executive Director in writing the need for changes throughout the project (change request to be provided).

Procurement Schedule

- RFP Release Date: Monday, April 15, 2024 5:00 PM
 - o Pre-proposal Conference Date: Friday, April 22, 2024
 - o Time: 10:00 AM - 12:00 PM
 - o Location: 115 Church St, Decatur, GA 30030
- Proposal Submission Deadline: Monday, May 13, 2024
 - o Time: 5:00 PM (Eastern Standard Time)
 - o All proposals must be submitted electronically to marlene@decaturcooperativeministry.org
- Evaluation Period: Monday, May 14, to Friday, May 24, 2024
 - o Evaluation committee reviews and scores proposals during this period.
- Contract Award Date: Friday, May 31, 2024
 - o DCM notifies the selected vendor(s) and begins contract negotiations.

II. Proposal Instructions

1. Eligibility

- **Registered Business Entity:** The general contractor must be a registered legal entity, such as a corporation, partnership, or sole proprietorship, eligible to do business in the United States.
- **Financial Responsibility:** Contractors should demonstrate financial stability and the ability to meet their financial obligations. This may involve providing financial statements and undergoing a financial capacity assessment.
- **Experience:** Contractors should have relevant experience in the type of work required for the federal project. This often includes providing a list of completed similar projects.
- **License and Insurance:** Depending on the nature of the project, contractors may need to hold specific licenses and provide proof of adequate insurance coverage.
- **Tax Compliance:** Contractors must be in compliance with federal, state, and local tax obligations.
- **Contractors should have a comprehensive understanding of the Davis-Bacon Act,** which mandates prevailing wage rates for laborers and mechanics on federally funded construction projects.

2. General Conditions for Decatur Cooperative Ministry (DCM)

- **Access to RFP Documents:**
 1. The RFP documents are available on the Decatur Cooperative Ministry (DCM) website at [<https://www.decaturcooperativeministry.org/dcm/contact-us/>]. Any addenda or responses to questions will also be published on the website as needed.
 2. It is the responsibility of respondents to regularly check the DCM website for updates, addenda, and written question responses.
- **Proposal Conformity:**
 1. All proposals must adhere to the requirements outlined in this RFP. DCM reserves the right to request additional information from selected candidates.
 2. Subsequent instructions, if any, will be issued to selected candidates.
- **Execution of Contract:**
 1. The successful Offeror will be expected to execute a standard professional service contract with DCM based on the submitted proposal and the RFP requirements, including any future addenda.
- **Amendments and Addenda:**
 1. DCM may issue amendments or addenda before the proposal opening to modify or clarify the RFP's intent.
 2. All amendments or addenda shall have the same binding effect as if they were originally part of the RFP.
- **Conflict of Interest:**
 1. Offerors must disclose any potential conflicts of interest that may arise if they serve as DCM's counsel.
 2. The contract will require the Offeror to immediately notify DCM of potential conflicts and take prompt action to resolve them to DCM's satisfaction.
- **Responsibility to Inform:**
 1. Offerors are responsible for familiarizing themselves with all conditions that may impact the cost or performance of the work.
 2. Failure to do so is at the sole risk of the Offeror, and no relief will be provided for errors or omissions.
- **Proposal Signatory:**
 1. Proposals must be signed by an authorized representative of the Offeror.
- **Non-Commitment Clause:**
 1. This RFP does not obligate DCM to enter into a contract or other agreement with any proposer.
 2. Proposals and associated information become part of DCM's official records without any obligation on DCM's part to return them to the proposer.
 3. The RFP and the selected firm's proposal will become part of any formal agreement between the firm and DCM resulting from this solicitation.
- **Waiver of Irregularities:**
 1. DCM reserves the right to waive any irregularities or formalities in any or all proposals.
 2. Failure to provide all requested information may result in disqualification.
- **Right to Examine Records:**
 1. HUD, the U.S. Government Accounting Office, the State of Georgia, DCM, or their authorized representatives have the right to access and examine relevant books, records, documents, and invoices related to the services provided.
- **Prohibition Against Collusion:**
 1. The Offeror shall not engage in any practices that restrict or eliminate competition, including collusion with other proposers.
 2. Violations of this prohibition will result in proposal rejection.
 3. This prohibition does not preclude joint ventures or subcontracts.

3. Proposal Submission

The following is a description of the minimum information which must be supplied in your proposal. You may give supplementary facts or other materials that you consider may be of assistance in the evaluation. Include instructions on how to submit proposals.

To submit your proposal, please follow the electronic submission guidelines outlined below. Submissions must be in PDF format and should be in color for clarity and readability. All proposals must be submitted to Marlene White at marlene@decaturcooperativeministry.org.

1. **Executive Summary:** Provide a summary of your firm’s approach to the work associated with the requested services, demonstrate an understanding of the scope of services required, and approaches to be utilized in performing these services. Complete the Profile of Firm form
 - **Experience & Qualifications:** Describe how long the firm has existed, current structure, articles of incorporation, and general contractors license number.
2. **Schedule of Performance:** The construction schedule or project schedule. Outline all major project milestones as per the task list
 - **Cost:** Provide detailed quote of each required element scope or work, detailed labor costs, and detailed material costs.
3. **Insurance:** Bidder shall provide applicable insurance.
 - General Liability Insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence.

4. Pre-proposal Conference

- Will allow for bidders to evaluate the property, site, and current conditions.
- All questions and clarifications shall be answered during this period.

5. Evaluation Criteria (Maximum 100 Points)

Experience & Qualifications (20)	Approach (10)	Schedule (20)	Cost (30)	Insurance, Incorporation, Licensing (20)
Relevant Experience & Small business or MBE/WBE (3 points)	Project Understanding (2 points)	Realism and Feasibility of Schedule (10 points)	Cost Competitiveness (8 points)	Compliance with Insurance Requirements (4 points)
Past Performance (5 points)	Methodology and Execution Plan (2 points)	Milestone Clarity (3 points)	Budget Transparency (8 points)	Proof of Proper Incorporation (4 points)
Qualifications of Key Personnel (5 points)	Risk Management (2 points)	Contingency Planning (1 point(s))	Value for Cost (5 points)	Valid Licenses and Permits (4 points)
References (2 points)	Sub-Contractor Management (2 points)	Phasing and Sequencing (3 points)	Cost Management Plan (4 points)	Bonding Capacity (4 points)
Innovation and Creativity(5 points)	Sustainability and Compliance (2 points)	Timeline Efficiency (3 points)	Cost-Effective Solutions (5 points)	Compliance with Legal Obligations (4 points)

By signing below, I verify that I am a representative of the below identified entity and that I have the authority to bind such entity.

Project Approval & Signatures			
Project Name:	_____		
Project Manager:	_____		
<i>The purpose of this document is to provide a vehicle for documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement among the Project Manager, Project Sponsors and Owners with respect to the objectives and scope of the project before significant resources are committed and expenses incurred.</i>			
I have reviewed the information contained in this Project Scope Statement and agree:			
Name	Title/Role	Signature	Date

REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

This project is funded wholly (or in part) by the Community Development Block Grant Program. Since this is a federally funded project, there are a number of federal requirements that must be followed, including the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA) and others.

The contractor is responsible for labor standards compliance of all subcontractors and lower-tier contractors and for ensuring that the Labor Standard Provisions for this project and the applicable wage decisions are included in all subcontractors and lower-tier contracts. In addition to complying with federal regulations, the contractor is also – required to attend a pre-construction meeting with the DeKalb County Community Development staff prior to starting construction.

Below are basic explanations of the relevant regulations, which the contract must comply. The following is a list of federal requirements which must be included in the Request for Proposals:

Fair Housing and Equal Opportunity

Title VI of the Civil Rights Act of 1964, As amended:

No person may be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal assistance on the basis of race, color or national origin. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs are found in 24 CFR Part 1.

Age Discrimination Act of 1975, As Amended:

Prohibits age discrimination in programs receiving Federal financial assistance. Regulations may be found in 24 CFR Part 146.

Section 109 of Title I of the Housing and Community Development Act of 1974:

Requires that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds on the basis of race, color, religion, national origin or sex.

Handicapped Accessibility

Americans with Disabilities Act:

The Act provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services and telecommunications. The Act also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. This Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily

achievable, easily accomplishable and able to be carried out without much difficulty or expense.

Section 504:

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in Federally assisted programs on the basis of handicap.

Architectural Barriers Act of 1968:

Federal and Federally-funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

Employment and Contracting

Equal Employment Opportunity, Executive Order 11246, as amended:

Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding \$10,000.

Section 3 of the Housing and Urban Development Act of 1968:

Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG will be provided to low-income persons residing in the program service area. To the greatest extent feasible, contracts for work to be performed in connection with CDBG will be awarded to business concerns that are located in or owned by persons residing in the program service area.

Minority/Women's Business Enterprise:

Grantees must prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts.

Davis-Bacon and Related Acts:

Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act provides for the withholding of funds to ensure compliance, and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

The Contract Work Hours and Safety Standards Act (CWHSSA)

This Act requires time and one-half pay for any overtime hours worked on the covered project. Overtime hours is defined as hours worked in any one workweek in excess of 40 hours.

The Copeland Act (Anti-Kickback Act)

This Act prohibits any employer from requiring a laborer or mechanic to kickback any part of their wages. In accordance with this Act, every employer (contractors and subcontractors) must submit weekly payrolls for review.

Fair Labor Standards Act:

Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Conflict-of-Interest:

In accordance with 24 CFR 570.611, no person who exercises (or has exercised) any functions or responsibilities with respect to CDBG activities (or who is in the position to participate in decisions or gain inside information) may obtain a financial interest or benefit from a CDBG activity or have an interest in any contract, subcontract, or agreement for themselves or for persons with business or family ties.

Any questions regarding the above information can be directed to the DeKalb County Community Development Department, at (404) 371-2727.

Applicability

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

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

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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