



CDBG-DR PUBLIC INFRASTRUCTURE PROGRAM REQUIRED PROCUREMENT AND CONTRACT DOCUMENTS

INSTRUCTION TO BCC PARTNERS AND SPECIAL DISTRICTS

This packet contains general conditions for use with procurement contract and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. This Boulder County Collaborative (BCC) Community Development Block Grant – Disaster Recovery (CDBG-DR) required bid and contract documents **must** be included as an attachment, expressly made a part of, and incorporated by reference.

This is a federally funded project. The contractor and subcontractors must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained at 2 CFR Part 200. However, Federal Emergency Management Agency (FEMA) Match projects are required to comply with 44 CFR Part 13.36 instead of 2 CFR Part 200.

Minority and Women Owned Business Enterprises, Labor Surplus Area Firms, and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

The Provision of this Agreement shall apply to subcontractors and their officers, agents and employees in all respects as if they were employees of the contractor. The contractor shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of subcontractors, and their officers, agents and employees, as if they were employees of the contractor.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds are available on the HUD Web site at <https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>.

SECTION 3 NOTICE

HUD recently issued proposed amendments to the Section 3 regulations in 24 CFR Part 135. If HUD finalizes and promulgates the amendments to 24 CFR Part 135 during the term of this Agreement, the Contractor or Subrecipient will be required to adhere to the amended 24 CFR Part 135.

Boulder County Collaborative Community Development Block Grant Disaster Recovery (CDBG-DR) is an Equal Opportunity Employer and no otherwise qualified individual shall be subjected to discrimination on the basis of race, color, religion or religious affiliation, sex, familial status, age, genetics, disability, or national origin in any phase of employment.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Boulder County Collaborative CDBG-DR.

Note: This document is to be used as a guide for contractors and subcontractors working on Boulder County Collaborative Community Development Block Grant Disaster Recovery projects. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG program.

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I. STANDARD CDBG CONTRACT PROVISIONS SUMMARY

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, subgrantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
10. Contracts, subcontracts, and subgrants of amounts in excess of \$150,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
11. Contracts shall recognize 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 (P.L. 94-163).

II. APPLICABLE PROVISIONS CHECKLIST

Check all boxes that apply for this procurement/contract, then refer to applicable sections throughout this document.

Type of Contract:

- ☐ Professional Services ☐ Construction

Solicitation Type:

- ☐ Small Purchase (under \$150,000 for CDBG-DR projects and \$100,000 for FEMA Match projects or more stringent local requirement)
☐ Request for Proposals or Requests for Qualifications above the small purchase limit
☐ Invitation for Bid above the small purchase limit

Applicable Provisions:

- ☐ Administrative, Contract, or Legal Remedies (all contracts in excess of \$150,000)
☐ Termination Clause (all contracts in excess of \$10,000)
☐ Equal Employment Opportunity (all construction contracts in excess of \$10,000)
☐ Davis Bacon Act (all construction contracts in excess of \$2,000 except for new construction, rehabilitation, demolition, or elevation of non-contiguous housing units or 8 or less contiguous housing units)
☐ Contract Work Hours and Safety Standards Act (all contracts in excess of \$100,000 that employ mechanics or laborers)
☐ Copeland Anti-Kickback Act (if Davis Bacon applies)
☐ Rights to Inventions Clause (all contracts)
☐ Clean Air Act and the Federal Water Pollution Control Act (all contracts in excess of \$150,000)
☐ Debarment and Suspension (all contracts)
☐ Byrd Anti-Lobbying Amendment (all contracts in excess of \$100,000)
☐ Procurement of Recovered Materials (all contracts that procure in excess of \$10,000 of materials)
☐ Section 3 Clause (all contracts in excess of \$100,000)
☐ Energy Efficiency Clause (all contracts)

Applicable Forms:

Forms to be Submitted WITH Contractor's Bid/Proposal

- ☐ MBE/WBE and Labor Surplus Area Procurement Clause
☐ Form of Statement of Bidder's Qualifications (all bids/proposals)
☐ Wage/Fringe Benefit Certification Form (only if Davis Bacon applies)
☐ Bid Bond Certification (5% bond for construction bids over \$100,000)
☐ Certificate of Corporate Principal (all bids/proposals)
☐ Certification of Bidder Regarding Equal Employment Opportunity (construction bids over \$10,000)
☐ Certification of Bidder Regarding Federal Labor Standards and Davis-Bacon Act (only if Davis Bacon applies)
☐ Certification of Contractor/Subcontractor Regarding Section 3 and Segregated Facilities (only if Section 3 applies)
☐ Certifications of Bidder Regarding Civil Rights (all bids/proposals)
☐ Non-Collusion Affidavit of Prime Bidder (all bids/proposals)
☐ Contractor/Subcontractor's Section 3 Plan (only if Section 3 applies)
☐ Contractor/Subcontractor's Section 3 Tables A & B (only if Section 3 applies)

Forms to be Submitted PRIOR TO Contract Award

- ☐ Certification of Bidder Regarding Section 3 (only if Section 3 applies)
- ☐ Section 3 Certification for Business (only if Section 3 applies)
- ☐ Report of Additional Classification and Rate (HUD 4230-A form) (only if Davis Bacon applies)
- ☐ Performance Bond (100% of contract award for all construction contracts over \$100,000)
- ☐ Payment Bond (100% of contract award for all construction contracts over \$100,000)

Additional Forms for Use DURING Contract Term

- ☐ Certified Payroll Form (only if Davis Bacon applies)
- ☐ Payroll Deduction Authorization Form (only if Davis Bacon applies)
- ☐ Other Deductions on Certified Payroll (only if Davis Bacon applies)
- ☐ Section 3 Monthly Compliance Form (only if Section 3 applies)
- ☐ Employee Data and Certification Form (only if Section 3 applies)
- ☐ Section 3 Posted Notice to Project Residents (only if Section 3 applies)
- ☐ Required Jobsite Posters
 - ☐ Applicable Wage Determination (only if Davis Bacon applies)
 - ☐ Equal Employment Opportunity (construction contracts over \$10,000)
 - ☐ Employee Rights Under the Davis-Bacon Act (only if Davis-Bacon applies)

III. FEDERAL CONTRACT PROVISIONS

SECTION 1 – GENERAL INFORMATION

CONFLICT OF INTEREST

2 CFR 200.318 & 24 CFR 570.611

In the procurement of supplies, equipment, construction and or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

CODE OF CONDUCT

2 CFR 200.317 & 2 CFR 200.318

The recipient of CDBG grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

RECORD RETENTION

2 CFR 200.333 & 24 CFR 570.506

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

ACCESS TO RECORDS

2 CFR 200.336

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(2 CFR 200.326. Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 311352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS

2 CFR 200.326 & 37 CFR 401

For any funding agreement (contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority) awarded to a small business firm (defined at 15 U.S.C. 632 and 13 CFR 121.5) or nonprofit organization (except those subject to 35 U.S.C. 212) for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, the standard clause at 37 CFR 401.14 or the alternative provisions at 37 CFR 401.03 apply.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS

(2 CFR 200.213 & 2 CFR 200.326. Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and have not within a 3-year period preceding this application proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

2 CFR 200.213 & 2 CFR 200.326

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OTHER PROVISIONS

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a) Comply with the provisions for the elimination of Lead- Based paint hazards under 24 CFR Part 35;
- b) Take all necessary precautions to guard against damages to property and injury to persons.

SECTION 2 – EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract.

The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his or her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and for on-the-job training."

EEO OFFICER

The contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.
- b) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor

will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his or her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

- a) The number of minority and non-minority group members and women employed in each work classification on the project; The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- b) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- c) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, 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, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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 of debarment action pursuant to 29 CFR 5.12.

SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county.

Contractors and subcontractors participating in federally-assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding non-exempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4 (b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/fesa/OFCCP or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

SECTION 3 – ENVIRONMENT

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(2 CFR 200.326. Applicable to all Federally assisted construction contracts and to all related subcontracts of \$150,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

PROCUREMENT OF RECOVERED MATERIALS

2 CFR 200.322. State agencies and agencies of a political subdivision of a state that are using assistance under a Program NOFA for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6002 of the Solid Waste Disposal Act. In accordance with Section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Please refer to www.epa.gov/osw/conserve/tools/cpg/pdf/rcra-6002.pdf for complete text and requirements of Section 6002.

ENERGY EFFICIENCY

The Contractor agrees to comply with 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 (P.L. 94-163).

The Contractor agrees to include the above paragraph in each third party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 4 – FEDERAL LABOR STANDARDS PROVISIONS (HUD FORM 4010)

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.

PROVISIONS

MINIMUM WAGES

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.)

WITHHOLDING

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.

PAYROLLS AND BASIC RECORDS

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 I(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 I(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.

APPRENTICES AND TRAINEES

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.

COPELAND ANTI-KICKBACK ACT

2 CFR 200.326

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

SUBCONTRACTS

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.

CONTRACT TERMINATION; DEBARMENT

2 CFR 200.213 & 2 CFR 200.326

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.

COMPLIANCE WITH DAVIS BACON ACT AND RELATED ACT REQUIREMENTS

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.

DISPUTES CONCERNING LABOR STANDARDS

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.

CERTIFICATION OF ELIGIBILITY

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 1010, 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."

COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

2 CFR 200.326

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 sub paragraph (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.

HEALTH AND SAFETY

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.

IV. SOLICITATION DOCUMENTS

The following sections contain documents to be included in the bid or proposal solicitation.

DAVIS BACON ACT

The Davis Bacon Act

In Construction contracts involving an excess of \$2000, unless exclusively in connection with the demolition or rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractor to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for Boulder County, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or County requirement mandating higher wage rates. The contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions.

Project Wage Decision

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g. heavy, highway) and apply specifically to Boulder County areas. The wage decisions are modified from time to time. For the latest wage decision rates, go to the US DOL wage decision website:

[Davis-Bacon Labor Standards Guide – \(Control + Click to follow the link\)](#)

It is the responsibility of the sub-grantee to provide the proper wage decision and the administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements.

It is the responsibility of the contractor (prime or general contractor) to ensure full compliance of all employers (the contractor, subcontractors and any lower tier subcontractors) with the labor standards provisions applicable to the project.

If additional wage classifications are needed for this job and are not shown on the applicable wage decision, call the contract administrator for help with requesting an additional classification to be added/ approved.

ATTACH WAGE DECISION TO THE END OF THIS CONTRACT ADDENDUM

NOTE: Sub-grantee or their engineers should monitor <http://wdol.gov> while the bid remains open to ensure that the wage determination hasn't changed. If the wage determination changes more than **10 days before** the bid opening date, the solicitation will need to be modified to reflect the new wage rate. The wage determination is valid for 90 days after bid opening. If the contract is not awarded within 90 days, the wage determination must be updated with any changes that have occurred during that period. If the contract is awarded within 90 days, the original wage determination becomes fixed for the life of the contract.

SECTION 3 CLAUSE

SECTION 3 CLAUSE (24 CFR Part 135.38)

All section 3 covered contracts and subcontracts shall include the following clause (referred to as the Section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

The contractor agrees to submit, and shall cause its subcontractors to submit, monthly reports detailing the number or new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low and very-low income persons, particularly person who are recipients of HUD assistance for housing.

SECTION 3 DEFINITIONS

“SECTION 3 RESIDENT” MEANS:

1. A public housing resident who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person; or
2. An individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

“NEW HIRE” MEANS:

A person who is not on the contractor’s payroll at the time of selection for the Section 3 award.

SECTION 3 BUSINESS DEFINED

A Section 3 Business concern is a business:

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

A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.

V. REQUIRED BID/PROPOSAL FORMS

The following sections contain forms the Contractor must complete and submit with the bid or proposal.

PRIME CONTRACTOR'S MBE/WBE & LABOR SURPLUS AREA OUTREACH FORM

NOTICE: Must be completed and submitted WITH the bid or proposal

The prime contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women's business enterprises, and labor surplus area firms. 2 CFR 200.321

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
- (4) Establish delivery schedules when the requirements of the work permit, which will encourage participation by small and minority-owned businesses and women-owned business enterprises;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency Department of Commerce; and
- (6) Require the subcontractor, if further subcontracts are to be let, to take the affirmative steps in paragraphs (1) through (5).

Contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MBE/WBE firms, the efforts to contact them, and other efforts to meet the above requirements.

Firm	Date	Notes

The links below are to be used to solicit qualified small and minority business and women's business enterprises in the state of Colorado:

- [Diverse Business Directory](#) (Control + Click to follow the link)
- [Colorado Unified Certification Program \(UCP\) Directory](#) (Control + Click to follow the link)
- Request Colorado Office of Economic Development and International Trade (OEDIT) to post the solicitation: oedit.info@state.or.us

The U.S. Department of Labor maintains a current list of Labor Surplus Areas. *The 2017 Labor Surplus Areas (LSA) list produced by the U.S. Department of Labor does not include any LSAs within or near Boulder County, the nearest Colorado LSA is approximately 190 miles away. LSAs in Colorado include: Costilla County, Fremont County, Huerfano County, Rio Grande County, Saguache County, and City of Pueblo. (effective date of LSA list: 10/1/2016 – 9/30/2017). The best resource for outreach to these LSAs is through OEDIT since this organization maintains region-specific business resources.*

NOTE: The above links are not meant to be comprehensive. Contractors are encourage to use other available sources.

NOTICE: Must be completed and submitted WITH the bid or proposal

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. Bidder is a (an): _____
(Individual - Partnership - Corporation)

Corporation is incorporated in the State of: _____

Treasurer is: _____

Place of Business: _____

-
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FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS
NOTICE: Must be completed and submitted WITH the bid or proposal

11. Remarks:

13. The undersigned hereby authorizes and requests any person to furnish any information requested by _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at _____ this _____ day of _____ 20 _____.

(Name of Bidder)

By: _____

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that they

are _____ of _____ and their answers to the

foregoing questions and all statements therein contained are true and correct.

(Name of Bidder)

Sworn to before me this: _____

Day of _____, 20 _____

NOTARY PUBLIC

My commission expires: _____

Title: _____

WAGE/FRINGE BENEFIT CERTIFICATION FORM

NOTICE: Must be completed and submitted WITH the construction bid proposal (over \$2,000)

INSERT WAGE/FRINGE BENEFIT CERTIFICATION FORM HERE

BID BOND CERTIFICATION

NOTICE: Must *be completed and submitted WITH the construction bid proposal*
(over \$100,000)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL,
AND _____, as SURETY are held and firmly bound unto
_____ hereinafter called the Grantee/Local Public Agency in the penal
sum of _____ Dollars, (\$ _____), lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted the
Accompanying Bid, dated _____, _____, for _____.

NOW, THEREFORE, if the PRINCIPAL shall not withdraw said Bid within the period specified therein after the
opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall
within the period specified therefore, or if no period specified, within ten (10) days after the prescribed
forms are presented to him for signature, enter into a written Contract with the Grantee/Local Public Agency
in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may
be required, for the faithful performance and proper fulfillment of such contract; or in the event of the
withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such
bond within the time specified, if the Principal shall pay the Grantee/Local Public Agency the difference
between the amount specified in said Bid and the amount for which the Grantee/Local Public Agency may
procure the required work or supplies or both, if the latter be in excess of the former, then the above
obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals
this _____ day of _____, _____, the name and corporate seal of each corporate
party being hereto affixed and these present signed by its undersigned representative, pursuant to authority
of its governing body.

1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the
Grantee/Local Public Agency should be substituted for this form where necessary.

_____(SEAL)

_____(SEAL)

By: _____

CERTIFICATE OF CORPORATE PRINCIPAL

NOTICE: Must be completed and submitted WITH the bid or proposal

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NOTICE: Must be completed and submitted WITH the bid or proposal

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

-
2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

-
3. Bidder has filed all compliance reports due under applicable instructions.

Yes No None Required

-
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

Name and Title of Signer (Please type)

Signature

Date

CERTIFICATION OF BIDDER REGARDING FEDERAL LABOR STANDARDS AND DAVIS-BACON ACT

NOTICE: Must *be completed and submitted* **WITH** *the construction bid or proposal*

Name of Prime Contractor

Project Name and Number

Bidder:

This certification is required to insure that the proposed Bidder understands that the Project or program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the Form HUD-4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance. Nothing, however, shall prohibit the payment of more than the prevailing wage rate to any construction worker employed on the construction project.

Wage Determination:

Federal prevailing wage rates for construction labor can be obtained from the Wage Determination Online system:

<http://www.wdol.gov/>

Wage Determination Posting:

Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determination and the required labor standards provisions summarized by Form **HUD-4010, "Federal Labor Standards Provisions."**

Weekly Certified Payrolls:

It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>)

Name and Address of Bidder (include ZIP code):

Name and Title of Signer (Print or Type)

Signature

Date

CERTIFICATION OF CONTRACTOR/SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

NOTICE: Must be completed and submitted **WITH** the bid or proposal (over \$100,000)

Name of Contractor or Sub-Contractor

Project Name and IFB Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract if this is a Section 3 project.
- (b) The above state company is a signatory to the Contractor's Section 3 Plan.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Type of Print)

Signature

Date

CERTIFICATIONS OF BIDDER REGARDING CIVIL RIGHTS
NOTICE: Must *be completed and submitted* WITH the bid or proposal

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act. And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 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, sex, color, national origin, familial status, religious affiliation or handicap. 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 by the GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
3. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations and orders.

4. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
5. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) 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 provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS –SECTION 503

(IF CONTRACT IS \$25,000 OR OVER)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap 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 handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union 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 Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 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 subcontractor 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 non-compliance.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit Boulder County Collaborative, State of Colorado, U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal

working hours.

2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the closeout date or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee with the Boulder County Collaborative.
2. Any substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with Boulder County Collaborative that develops at any time during this contract will be immediately disclosed to Boulder County Collaborative.

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than 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 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this form with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers – Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

(Typed name of official)

(Signature of Official)

(Typed name of entity)

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

NOTICE: *Must be completed and submitted **WITH** the bid or proposal*

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the *(Grantee/Local Public Agency)* or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Name & Title)

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

(Notary Public)

My commission expires _____.

SECTION 3 REQUIREMENTS

*NOTICE: Must be completed and submitted **WITH** the bid or proposal (over \$100,000)*

Boulder County Collaborative is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of Section 3 businesses and the hiring of low income residents of the community for projects or programs using or assisted with HUD funding, as applicable.

HUD Funded Contracts in excess of \$100,000

All applicable bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Boulder County Collaborative shall require each contractor on all HUD funded public or residential construction jobs exceeding \$100,000, to prepare a written Section 3 plan as a part of their bids. All Section 3 plans shall be reviewed and approved by Boulder County Collaborative and retained according to the Records Retention Plan.

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 PLAN

(Required if contract exceeds \$100,000)

NOTICE: Must be completed and submitted WITH the bid or proposal

_____ agrees to implement the following specific affirmative action steps

(Name of contractor/Subcontractor)

directed at increasing the utilization of lower income residents and businesses within the City/Town of _____.

- A. The boundaries of the Section 3 covered project area is Boulder County, Colorado and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as State Employment Service and or Workforce Boulder County.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____, we the undersigned have read
(Name of Contractor/Subcontractor)

and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

NOTICE: Must be completed and submitted **WITH** the bid or proposal (over \$100,000)

FOR THE PERIOD COVERING _____ 20____ THROUGH _____, 20____

(Duration of the CDBG-DR-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*The Project Area is coextensive with the City/Town of: _____ boundaries.

Company

Project Name

EEO Officer (Signature)

Project/IFB Number

Date

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. A Section 3 qualifying person is one whose household resides in Boulder County and whose income does not exceed the income limit for the size of household as per the Section 8 Income Limits for Boulder County.

Company

VI. REQUIRED CONTRACT FORMS

The following sections contain documents the Contractor must complete and submit prior to contract execution.

CERTIFICATION OF BIDDER REGARDING SECTION 3
*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

- A. The positions listed under Part B that have been filled by _____
(Name of Prime Contractor)

were not filled to circumvent the contractor's obligation to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

- B. Employment positions filled since _____.
(Date of Selection)

Employment Positions Filled:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- C. No employment positions have been filled since _____.
(Date of Selection)

Name and Title of Signer

Signature

Date

SECTION 3 CERTIFICATION FOR BUSINESS

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

Project Name: _____ Contract Number: _____

Contractor Name: _____

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business? _____ **Yes** _____ **No**

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

_____ Is owned (51% or more) by Section 3 residents (defined below*)

_____ Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business

_____ Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications:
https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_CO_2015.pdf

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
BOULDER	Low Income	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

Signature

Title

Name (printed)

Date

HUD FORM 4230A – REPORT OF ADDITIONAL CLASSIFICATION AND RATE
*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (applicable to Davis Bacon only)*
Contractor to complete Sections 8-10.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>	
1. FROM (name and address of requesting agency) Colorado Department of Local Affairs		2. PROJECT NAME AND NUMBER	
4. BRIEF DESCRIPTION OF PROJECT		3. LOCATION OF PROJECT (City, County and State)	
5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway		6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED	
7. WAGE DECISION EFFECTIVE DATE		8. WORK CLASSIFICATION(S)	
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)	
Check All That Apply: <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.		Check One: <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.	
Agency Representative <small>(Typed name and signature)</small> Phone Number _____		Date _____ FOR HUD USE ONLY LR2000: Log in: Log Out:	

Report of Additional Classification and Wage Rate

U.S. Department of Housing and Urban Development Office of Labor Relations
(Exp. 09/30/2006)

OMB Approval No. 2501-0011

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. 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.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions:

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the DOLA CDBG Program Coordinator with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction

PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

State of Colorado regulations require a Grantee and/or its contractor (or subcontractors) performing the work to secure the following:

PAYMENT BOND. A "payment bond" is one executed in connection with a contractor to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. A Payment Bond is required on the part of the contractor for one- hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

PERFORMANCE BOND. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A Performance Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

PERFORMANCE BOND

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

We, _____,
(Name of Contractor or Company)
contractor under _____ contract # _____
(Name of OWNER) (Contract Number)
(hereafter "THE CONTRACT") as PRINCIPAL and _____, as Surety, a
(Name of Surety)
corporation organized under the laws of the State of _____ and authorized to
(State)
transact business in the State of Colorado, with an office at _____,
(Address)
hereby bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,
to the _____, Colorado, (OWNER) as Obligee, in the amount of _____
(OWNER) (Contract Amount)
DOLLARS, in United States currency, for the performance of THE CONTRACT.

WHEREAS, the PRINCIPAL (Contractor) entered into THE CONTRACT with the _____
(OWNER)
dated _____, 20____, for _____
(Project Name and Location)
according to the plans and specifications contained in THE CONTRACT, a copy of which is made a part
hereof;

The conditions of this Performance Bond are that, if the PRINCIPAL (Contractor) fully and faithfully:

- a) completes the work strictly according to the terms of the CONTRACT, and;
- b) for a period of one year after the issuance of the Notice of Project Construction Acceptance or until all warranty work is completed, repairs or replaces where required (or pays the cost thereof) all work performed under the terms of the CONTRACT;

then this bond is null and void. Otherwise, upon written notification from the OWNER, the Surety shall take one of the following actions at the Surety's expense:

- 1. Arrange for the PRINCIPAL (Contractor), with consent of the OWNER, to perform and complete THE CONTRACT; or
- 2. Undertake to perform and complete THE CONTRACT itself, through its agents or through independent contractors. (The Surety is then bound by all of the provisions of THE CONTRACT);
or

3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of THE CONTRACT, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with a performance bond and a labor and material bond executed by qualified sureties equivalent to the bonds issued on THE CONTRACT, and pay to the OWNER the amount of all damages incurred by the OWNER due to the default of PRINCIPAL (Contractor) including correction of defective work (if any), additional legal, design professional and delay costs, and the cost of completion of THE CONTRACT subject to the amount of this bond. In addition to these conditions, this bond includes, by reference, all applicable provisions stated in § 38-26-106, C.R.S., as amended.

If the Surety does not commence performance of the Work or cause commencement of performance of the work within ten days from the date of the written notification from the OWNER, the OWNER may take over the CONTRACT and, without prejudice to any other remedies, complete the CONTRACT and the PRINCIPAL and Surety are liable to the OWNER for all damages incurred by OWNER due to the default of PRINCIPAL (Contractor) including correction of defective work (if any), additional legal, design professional and delay costs, and the cost of completion of THE CONTRACT subject to the amount of this bond.

THE SURETY, for value received, agrees that no extension of time, change in, addition to, or other modification of the terms of THE CONTRACT or Work to be performed shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such extension of time, change, addition or modifications.

The OWNER shall bring any action against the Surety on this bond no later than two years from the published date of Final Settlement.

Executed this _____ day of _____, 2017.

WITNESS

PRINCIPAL

By its President

WITNESS

SURETY

_____ TITLE

BY: _____
Its Attorney-in-fact

NOTE: Date of BOND must not be prior to date of Contract. If the Contractor is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PAYMENT BOND

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

Know all people by these presents that:

(Name of Contractor or Company)

(Address)

A _____ hereinafter called PRINCIPAL, and _____
(Corporation/Partnership) (Name of Surety Company)

(Address)

hereinafter called SURETY, are held and firmly bound unto

(Name of OWNER)

(OWNER's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME: _____

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, and this the _____ day of _____ 20_____.

PRINCIPAL:

(By its President)

Witness as to Principal

SURETY:

Title

By _____
(Its Attorney-in-fact)

Witness as to Surety

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

VII. ADDITIONAL FORMS/DOCUMENTS FOR USE DURING CONTRACT TERM

The following sections contain documents the Contractor must complete and submit periodically for the life of the Contract.

SUMMARY OF CONTENTS AND SUBMITTAL REQUIREMENTS:

1. Certified Payroll Form (WH 347)

To be turned in for each week of job from each contractor/subcontractor with each pay request. Can use your own payroll documents as long as all information required on this form is included on your own payroll forms. You are required to include page 2 certification statement. If you are using your own payroll format you may attach the certification form the back of the WH-347.

If additional wage classifications are needed for this job and are not shown on the applicable wage decision, call the contract administrator for help with requesting an additional classification to be added/approved.

2. Payroll Deduction Authorization for “other deductions” on Certified Payroll (Only if applicable)

3. Section 3 Monthly Report for Contractor and Subcontractor

- Contractor and subcontractor are required to submit a Monthly Compliance Form and an Employee Data and Certification form for all new hires.
- Contractor and Subcontractor are required to submit a Notice of termination and job problems related to Section 3 eligible workers.
- Contractor payment requests may be held until all reporting requirements have been met.

4. Section 3 Employee Data Certification

5. Section 3 Posted Notice to Project Residents

A fillable form is available at the following link: <https://www.dol.gov/whd/forms/wh347.pdf>

Rev. Dec. 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>										ADDRESS										OMB No.: 1235-0008 Expires: 02/28/2018									
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 HOURS EXEMPTED	(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										
			HOURS WORKED EACH DAY										FICA					WITH- HOLDING TAX				OTHER	TOTAL DEDUCTIONS						
			S	S	S	S	S	S	S																				
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(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)

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

_____ 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.

PAYROLL DEDUCTION AUTHORIZATION FORM
"OTHER DEDUCTIONS" ON CERTIFIED PAYROLL
NOTICE: For Davis Bacon Act-Applicable Projects Only
Contractors place this form on Company Letterhead

Project Name: _____

Employee's Name: _____

I, _____, hereby authorize _____ to
(Employee Name) (Name of Employer/Company)

deduct \$ _____ from my paycheck.

This deduction is for:

_____ Loan Repayment	_____ Retirement	_____ Profit Sharing
_____ Advance	_____ Charitable Donations	
_____ Savings Bonds	_____ Insurance Premiums	
_____ Other: _____		

This deduction is to be made:

_____ One time only _____ Weekly _____ Monthly _____ times over _____ weeks
_____ Other: _____

Employee's Signature: _____ Date: _____

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

***If deductions are being made for child support, a copy of the court ordered withholding must be included.**

SECTION 3 MONTHLY COMPLIANCE REPORT

NOTICE: For Contracts over \$100,000

Project Name: _____ Contract Number: _____

Contractor Name: _____ For the Month of: _____

A. Hiring - Select one:

- ☐ I have not hired any new employees during the month specified.
- ☐ I have hired ____ Section 3 employees, and/or _____ non-Section 3 employees during the month.

B. Recruitment

- ☐ I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)
- ☐ I have made the Regional Workforce Solutions Center, and/or the Regional Workforce website the initial contact for all new hires.
- ☐ I have advertised to fill vacancy (ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.
- ☐ Placed signs or posters in prominent places at project site(s).
- ☐ Taken photographs of the above item to document that the above step was carried out.
- ☐ Distributed employment flyers to the administrative office of the local Public Housing Authority.
- ☐ Contacted employment referrals or Youthbuild Program referrals.
- ☐ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.
- ☐ Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.
- ☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

C. Verification

- ☐ I have attached proof of all checked items.
- ☐ I hereby certify that the above information is a true and correct.

Signature of Authorized Representative of Contractor/Subcontractor

Title

Name

Date

EMPLOYEE DATA CERTIFICATION FORM

NOTICE: For Contracts over \$100,000

The U.S. Department of Housing and Urban Development (HUD) requires that Boulder County Collaborative document the income of newly hired persons working on federally-funded construction projects. This form may also be utilized as supportive documentation for **Section 3 Certifications for Business form** and is intended to comply with HUD Community Development Block Grant requirements.

Section I

Applicant's Name: _____ Job Title: _____

Address: _____ Phone: _____

What is your race? (Circle one)

WHITE

BLACK/AFRICAN AMERICAN

ASIAN

AMERICAN INDIAN/ALASKAN NATIVE

NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER

BLACK/AFRICAN AMERICAN & WHITE

ASIAN & WHITE

OTHER MULTIRACIAL

Is your family of Hispanic origin? (Circle one) **YES** **NO**

Do you currently reside in Public Housing? If yes, you do not need to fill out the rest of this form.
(Circle one) **YES** **NO**

Have you been unemployed in the last 3 years? If yes, you do not need to fill out the rest of this form.
(Circle one) **YES** **NO**

Section II

How many people are in your family? (Circle one) 1 2 3 4 5 6 7 8+

What is your family's gross annual income (before taxes)? _____

I certify that all of the above information is true and correct to the best of my knowledge.

Employee Signature

DATE: _____

SECTION 3 POSTED NOTICE TO PROJECT RESIDENTS

NOTICE: For Contracts over \$100,000

The project _____ is being funded by the U.S. Department of Housing and Urban Development under the - Disaster Recovery Funding Program. This notice complies with the Boulder County Collaborative Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

1. Persons residing in the project area and who are of low- to very-low-income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor: _____

Contact Person: _____

Address: _____

City, State, Zip: Phone: _____

Estimated construction start date: _____

REQUIRED JOBSITE POSTERS
See proceeding pages

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in Educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of activities employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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 up to 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.
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.



For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV