



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Tuesday, October 19, 2021**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #2022-002
INFORMATION TECHNOLOGY DEPARTMENT
PUBLIC BROADBAND INFRASTRUCTURE PROJECT
CDBG-CV3 Grant: B-19-MC-48-0503

A pre-bid Teleconference will be held at 10:00 a.m., Friday, October 8, 2021, via Zoom

Join Zoom Meeting Electronically

Join Zoom Meeting

<https://cityofedinburg.zoom.us/j/89125988167?pwd=NWx5aFZtbkdONGVvaHFJNy8zZjhmUT09>

Meeting ID: 891 2598 8167

Passcode: dkbY8XjY

One tap mobile

+13462487799,,89125988167#,,, *76641877# US (Houston)

+16699009128,,89125988167#,,, *76641877# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 891 2598 8167

Passcode: 76641877

Find your local number: <https://cityofedinburg.zoom.us/u/kiKyffo9N>

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. Respondents will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Respondent must also comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, Section 3 requirements per the US Department of Housing and Urban Development Act of 1968, and all contract procurement provisions listed in 2 CFR Part 200, Appendix II, as applicable.

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at lfuentes@cityofedinburg.com.

Hand Delivered RFP'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive Edinburg,
Texas 78541

If Mailing Proposals:

City of Edinburg C/o City
Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is solicit proposals from vendors who can provide the required equipment and services to successfully complete the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT**.

(2) The City of Edinburg (hereinafter referred to as "The City") is soliciting submissions from providers (hereinafter referred to as "Vendor") to design and provide required equipment and services for the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT**.

INTENT

(3) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or

requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(4) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, One (1) original marked “**ORIGINAL**,” and (2) copies marked “**COPY**”. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP’s become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

<u>Hand Delivered RFP’S:</u>	415 W. University Drive c/o City Secretary Department (1 st Floor)
<u>If using Land Courier (i.e.FedEx, UPS):</u>	City of Edinburg c/o City Secretary 415 W. University Drive Edinburg, Texas 78541
<u>If Mailing RFP’s:</u>	City of Edinburg c/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

(5) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

(6) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

(7) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(8) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(9) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(10) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(11) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

(12) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(13) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/requirements.

PAYMENT

(14) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(15) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for required equipment and services for the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT**, as specified.

RESPONDENT'S EMPLOYEES

(16) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(17) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(18) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(19) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(20) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(21) Respondents' past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(22) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(23) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(24) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

(25) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(26) In 2015, the Texas Legislature adopted [House Bill 1295](http://legis.state.tx.us/bills/1200/House_Bills/1295.htm), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

(27) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(28) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(29) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(30) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, October 19, 2021 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the **RFP 2022-002 for "INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT CDBG-CV3 Grant: B-19-MC-48-0503"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFP's:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive Edinburg,
Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(31) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall

not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(32) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(33) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(34) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

QUESTIONS AND CLARIFICATIONS

(34) Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com no later than October 08, 2021 at 3:00 p.m.**

HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SECTION I INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP #2022-002 INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT CDBG-CV3 GRANT: B-19-MC-48-0503**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.1 Proposal Format:

Proposals shall be submitted in the following format and include the following information.

- a) Detailed response to information requested in Section II
- b) Cost proposals per detailed specifications in Section III signed by responsible party

It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal. Proposers will be notified in writing of any change in the specifications contained in this RFP. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Edinburg. No employee of the City of Edinburg is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.2 Right of Rejection and Clarification:

The City of Edinburg reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Edinburg is not obligated to accept a cost proposal on the basis of any proposal submitted in response to this document.

1.3 Denial of Reimbursement:

The City of Edinburg will not reimburse proposers for any costs associated with the preparation and submittal of any proposal.

1.4 Gratuity Prohibition:

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Edinburg for the purpose of influencing consideration of this proposal.

1.5 Right of Withdrawal:

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

1.6 Right of Negotiation:

The City of Edinburg reserves the right to select one or multiple vendors and negotiate with the selected vendor/s the exact terms and conditions of the proposal.

1.7 Right of Rejection of Lowest Fee Proposal:

The City of Edinburg is under no obligation to award this project to the proposer offering the lowest cost proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

1.8 Exceptions to the RFP:

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.9 Indemnification:

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Edinburg, its employees, and agents, from any liability of any nature or kind in regard to the delivery of the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT**

1.10 Rights to Submitted Material:

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Edinburg when received.

1.11 Basis of Award:

Proposals will be evaluated according to the following criteria:

- a) Proposer's itemized and total proposed price (30 points)
- b) Proposer's qualifications, experience, and references (20 points)
- c) The proposed service meeting the City's needs and requirements and support (20)
- d) Guest WIFI solution proposed (30 points)

Proposals will be evaluated by a Selection Committee to select the vendor of choice.

1.12 Copies:

An original and two copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

1.13 Contacts:

Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed

Technical Questions should be addressed to:

Danny Vera
Information Technology Department
dvera@cityofedinburg.com
(956) 388-1805

1.14 Submittal of Qualifications:

Statement of Qualifications is **not** required for this proposal.

1.15 Price Quote:

The Price Quote for the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT** provided to the City of Edinburg by the proposer shall consist of:

The Request for Proposal (RFP) containing the detailed pricing for the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT** being requested by the City of Edinburg.

The City of Edinburg reserves the right to request proposer to clarify any such pricing information submitted and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or proposer's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.16 Cancellation of Purchase:

The City of Edinburg may cancel the purchase at any time prior to the submission of Purchase Order. Should the City of Edinburg exercise its right to cancel the purchase for any such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the proposer.

SECTION II SCOPE OF WORK

2.0 Purpose:

The intent of this Request for Proposal and resulting contract is to obtain proposals from, and the services of, a qualified professional company to install and program wireless radios and access points at 12 designated City Parks, the Dustin Michael Sekula Memorial Library and the Parks & Recreation Building, including installation of fiber optic cable from the Library to the Edinburg Police Department, as designated, in order to provide broadband connectivity and access.

2.1 Pricing Including Shipping:

The City of Edinburg is seeking to purchase required equipment and services to successfully complete the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT**. Any proposal that is submitted with different specifications may be excluded from the selection process.

Shipping with unloading of all EQUIPMENT is to be included as part of the pricing. Delivery must be equipped with loading/unloading lift on delivery truck. The City of Edinburg does not have capabilities to receive deliveries to a truck docking station. Therefore, Shipping and Delivery must be included in the Vendor Proposal. Delivery Driver will be required to deliver the EQUIPMENT to the desired location in city facility.

2.2 PUBLIC BROADBAND INFRASTRUCTURE PROJECT:

The project includes installing and programming wireless radios and access points at 12 designated City Parks, the Dustin Michael Sekula Memorial Library and the Parks & Recreation Health & Wellness Center as listed herein (Exhibit A). Current City Wide Area Network (WAN) equipment may be utilized for the **INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT**; however, it must remain physically separated from the City's WAN in order to maintain the security and integrity of the City's Network.

The City is currently utilizing both North and South Water tanks for partial City WAN. The water towers will be used to provide broadband connectivity to the 12 City Parks at required throughput. All necessary switches are to be proposed at the proposer's discretion.

The proposed INFORMATION TECHNOLOGY DEPARTMENT PUBLIC BROADBAND INFRASTRUCTURE PROJECT must meet the requirements as indicated, or a **Comparable Equivalent** as noted in the specifications list in Appendix A. All equipment listed in Appendix A is for reference only. All respondents can propose equipment based on their best design capabilities. Equipment proposed for home use will not be accepted. All proposed equipment must meet industry standards and must meet City's requirements.

The **INFORMATION TECHNOLOGY PUBLIC BROADBAND INFRASTRUCTURE PROJECT** proposal must also include the following:

- Outdoor Access Points that are capable of the new AC wireless standard
- Access Points should provide coverage of approximately 600 foot radius or better and allow service to approximately 150 users per access point
- Access points will need to operate in a mesh environment so that access points do not interfere with each other
- Minimum of a 100MB backbone
- Will operate off of the City's water tanks
- From the water tanks, the GUEST WIFI SOLUTION will connect back to City Hall
- At City Hall, there will be a gateway to manage the GUEST WIFI SOLUTION and provide complete

- management of user and content access
- Management of solution must allow the City to designate bandwidth utilization for each user that connects to the Guest WiFi Solution
- Must be built on using the 5GHz spectrum
- Use of City property such as poles or building structures
- Configuration of all network equipment and documentation
- Install and configure the management device and document process
- Install all hardware on the water tanks or tower structure
- Install all cables and switches needed at each location
- Install all wireless equipment at City Hall, each City Parks, Library and Parks & Recreational building location as designated
- Install Point to Point or Point to Multipoint devices for connectivity from City Parks to the Water Tanks and from Water Tanks to City Hall
- Ongoing management of the network provided by selected proposer. An annual service maintenance agreement will be required.

2.3 FIBER INSTALLATION:

The City of Edinburg seeks to connect the Library to the Police Department via fiber optic cable to provide Guest Wi-Fi to the exterior of the Library. The proposer will need to provide 2 inch conduit from Library to PD, conduit pull boxes, 12 strand single mode fiber LIUs, LC terminations and conduit penetrations into the buildings. 1 network switch (C9500-16X) will need to be installed and configured at the Library and one (1) network switch (C9500-16X) will need to be installed and configured at the Police Department. The distance between the Library and the PD is less than a quarter of a mile (0.16 miles).

SECTION III
COST PROPOSAL

I have read and understood the requirements set forth in this RFP #2022-002 and agree to comply as noted. The cost proposal includes all shipping and handling and detailed pricing on items as required by the City of Edinburg.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
 Area Code

FAX: (_____) _____
 Area Code

FEDERAL TAX IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

EXHIBIT A
PARKS AND BUILDING LOCATIONS

Parks Name	Address
Apollo Park	502 East Peter St.
Bicentennial Park	2202 W. Sprague St.
Cenizo Park	424 W. Sprague
Fountain Park	1201 E. Kuhn
Frontier Park	202 North 1st Ave
Janet Vacker Park	3105 N. Doolittle Rd
Jaycee Park	420 S 19th Ave
Memorial Park	1212 E. Sprague
Municipal Park	712 S. Raul Longoria Rd.
Sergeant Jacob De La Garza North Park	1059 Cullen St
South Park	300 E. Palm Dr
West Park	402 W. Stubbs
Parks & Recreation Department Health & Wellness Center	315 E. Palm Dr
Dustin Michael Sekula Memorial Library	1906 S. Closner Rd

APPENDIX A

EQUIPMENT

Location	Description	Quantity
Municipal Park	MD-5G37	1
Municipal Park	AF-5XHD-US	1
Municipal Park	ES-5XP	5
Municipal Park	ETH-SP-G2	30
Municipal Park	UAP-AC-M-PRO-US	10
Municipal Park	AMO-5G13	5
Municipal Park	RP-5AC-Gen2-US	5
Municipal Park	NSM5(US)	10
Municipal Park	UAP-AC-M-PRO-US	10
Municipal Park	N-SW	10
Municipal Park	GBE-US	10
Municipal Park	POE-24-12W-5P	10
West Park	MD-5G37	1
West Park	AF-5XHD-US	1
West Park	ES-5XP	5
West Park	ETH-SP-G2	30
West Park	UAP-AC-M-PRO-US	10
West Park	AMO-5G13	5
West Park	RP-5AC-Gen2-US	5
West Park	NSM5(US)	10
West Park	UAP-AC-M-PRO-US	10
West Park	N-SW	10
West Park	POE-24-12W-5P	10
Fountain Park	MD-5G37	1
Fountain Park	AF-5XHD-US	1
Fountain Park	ES-5XP	5
Fountain Park	ETH-SP-G2	30
Fountain Park	UAP-AC-M-PRO-US	10
Fountain Park	AMO-5G13	5
Fountain Park	RP-5AC-Gen2-US	5
Fountain Park	NSM5(US)	10
Fountain Park	UAP-AC-M-PRO-US	10

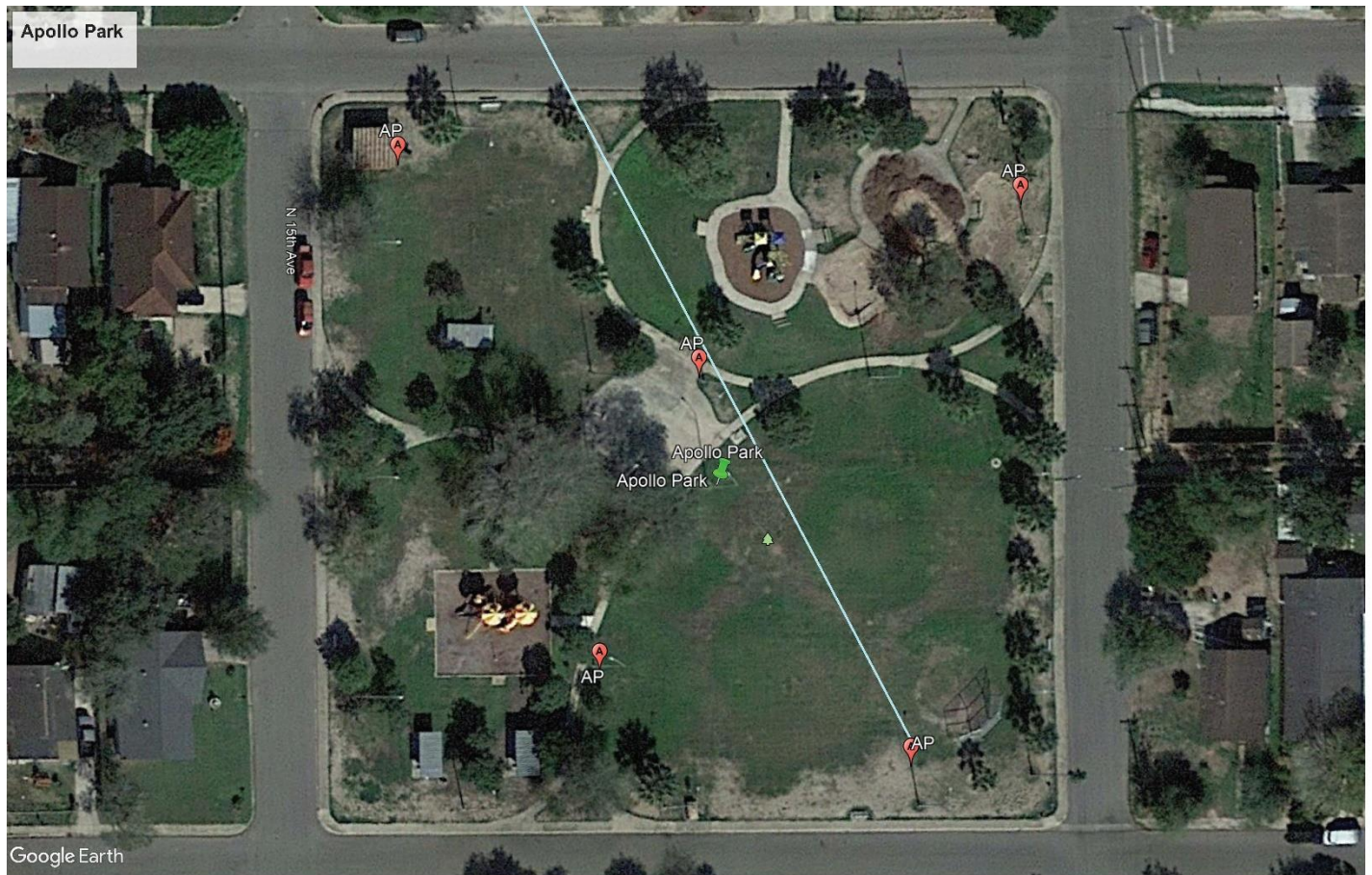
Fountain Park	N-SW	10
Fountain Park	POE-24-12W-5P	10
Frontier Park	MD-5G37	1
Frontier Park	AF-5XHD-US	1
Frontier Park	ES-5XP	5
Frontier Park	ETH-SP-G2	30
Frontier Park	UAP-AC-M-PRO-US	10
Frontier Park	AMO-5G13	5
Frontier Park	RP-5AC-Gen2-US	5
Frontier Park	NSM5(US)	10
Frontier Park	UAP-AC-M-PRO-US	10
Frontier Park	N-SW	10
Frontier Park	POE-24-12W-5P	10
Apollo Park	MD-5G37	1
Apollo Park	AF-5XHD-US	1
Apollo Park	ES-5XP	5
Apollo Park	ETH-SP-G2	30
Apollo Park	UAP-AC-M-PRO-US	10
Apollo Park	AMO-5G13	5
Apollo Park	RP-5AC-Gen2-US	5
Apollo Park	NSM5(US)	10
Apollo Park	UAP-AC-M-PRO-US	10
Apollo Park	N-SW	10
Apollo Park	POE-24-12W-5P	10
North Park	MD-5G37	1
North Park	AF-5XHD-US	1
North Park	ES-5XP	5
North Park	ETH-SP-G2	30
North Park	UAP-AC-M-PRO-US	10
North Park	AMO-5G13	5
North Park	RP-5AC-Gen2-US	5
North Park	NSM5(US)	10
North Park	UAP-AC-M-PRO-US	10
North Park	N-SW	10
North Park		10
North Park	POE-24-12W-5P	

Bicentennial Park	MD-5G37	1
Bicentennial Park	AF-5XHD-US	1
Bicentennial Park	ES-5XP	5
Bicentennial Park	ETH-SP-G2	30
Bicentennial Park	UAP-AC-M-PRO-US	10
Bicentennial Park	AMO-5G13	5
Bicentennial Park	RP-5AC-Gen2-US	5
Bicentennial Park	NSM5(US)	10
Bicentennial Park	UAP-AC-M-PRO-US	10
Bicentennial Park	N-SW	10
Bicentennial Park	POE-24-12W-5P	10
Janet Vackar Park	MD-5G37	1
Janet Vackar Park	AF-5XHD-US	1
Janet Vackar Park	ES-5XP	5
Janet Vackar Park	ETH-SP-G2	30
Janet Vackar Park	UAP-AC-M-PRO-US	10
Janet Vackar Park	AMO-5G13	5
Janet Vackar Park	RP-5AC-Gen2-US	5
Janet Vackar Park	NSM5(US)	10
Janet Vackar Park	UAP-AC-M-PRO-US	10
Janet Vackar Park	N-SW	10
Janet Vackar Park	POE-24-12W-5P	10
North Water Tower	AM-5G19-120	6
North Water Tower	RP-5AC-Gen2-US	6
North Water Tower	ES-5XP	10
North Water Tower	ETH-SP-G2	30
South Water Tower	AM-5G19-120	6
South Water Tower	RP-5AC-Gen2-US	6
South Water Tower	ES-5XP	10
South Water Tower	ETH-SP-G2	30
Library	UAP-AC-M-PRO-US	10
Library	C9200-24P	1
Library	ETH-SP-G2	10
		10
Parks & Rec	UAP-AC-M-PRO-US	

Parks & Rec	C9200-24P	1
Parks & Rec	ETH-SP-G2	10
Library/City Hall	PAN-PA-850	1
PD	C9500-16X	1
Library	C9500-16X	1

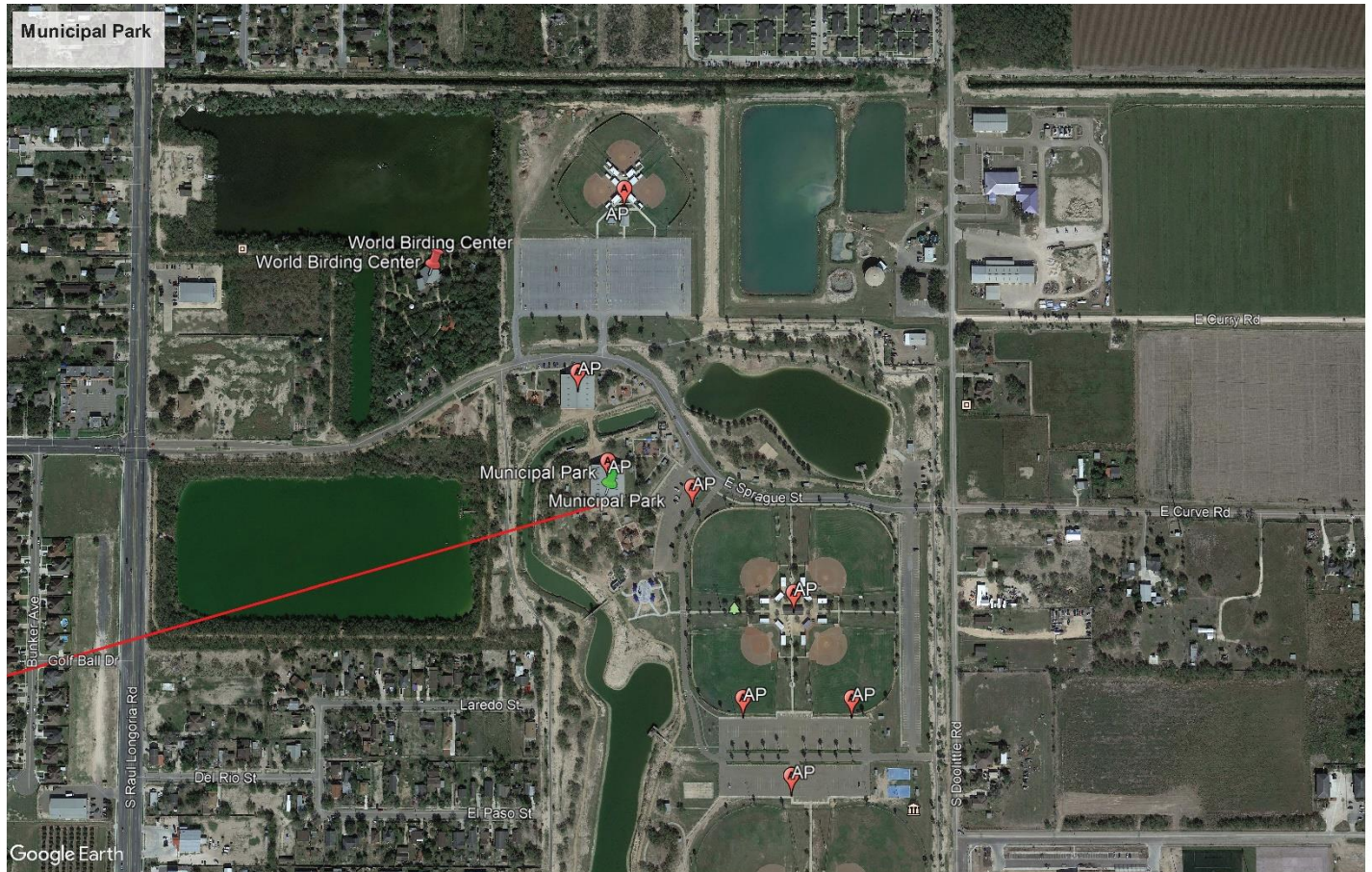
APPENDIX B

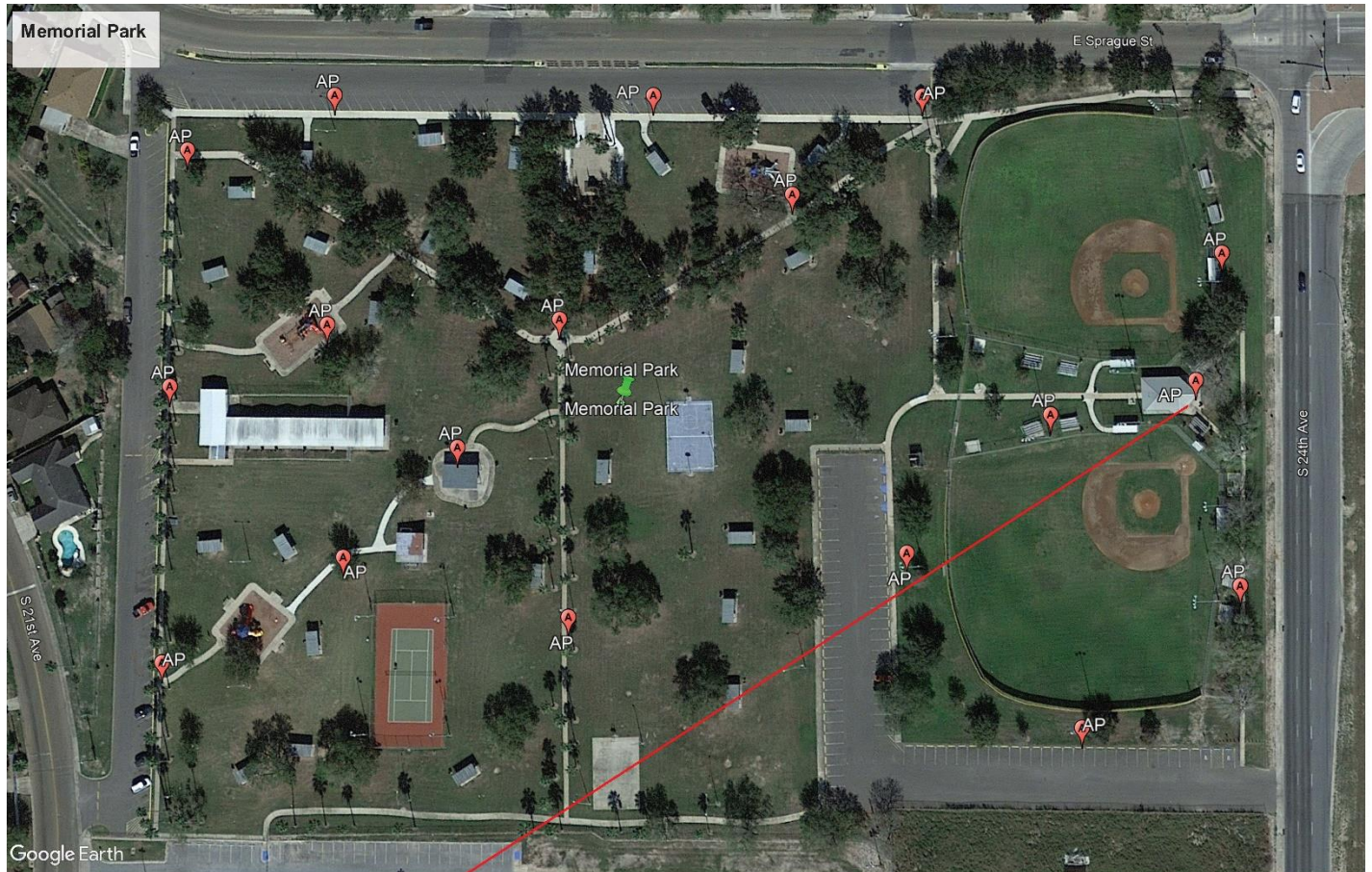
MAPS







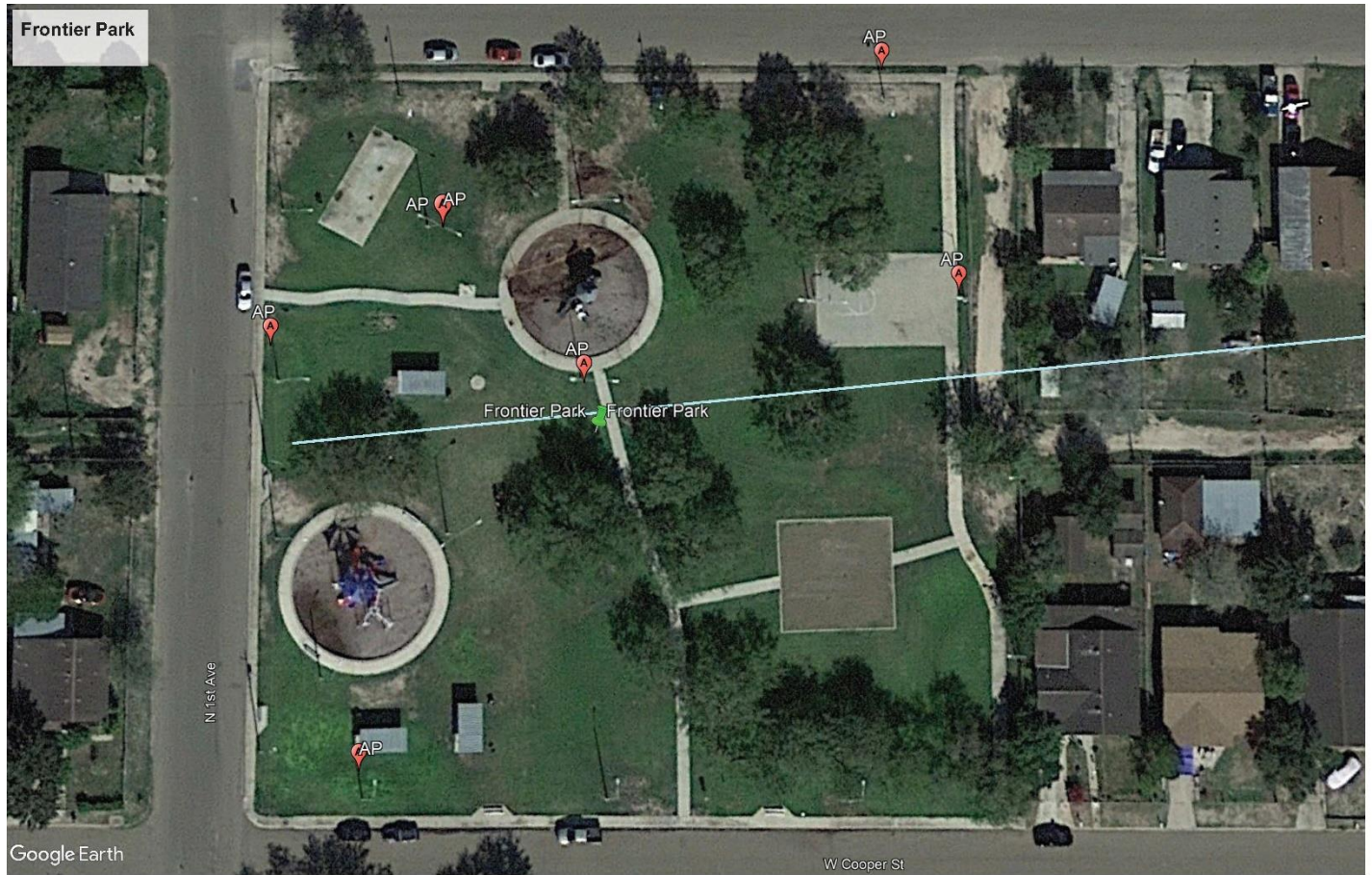




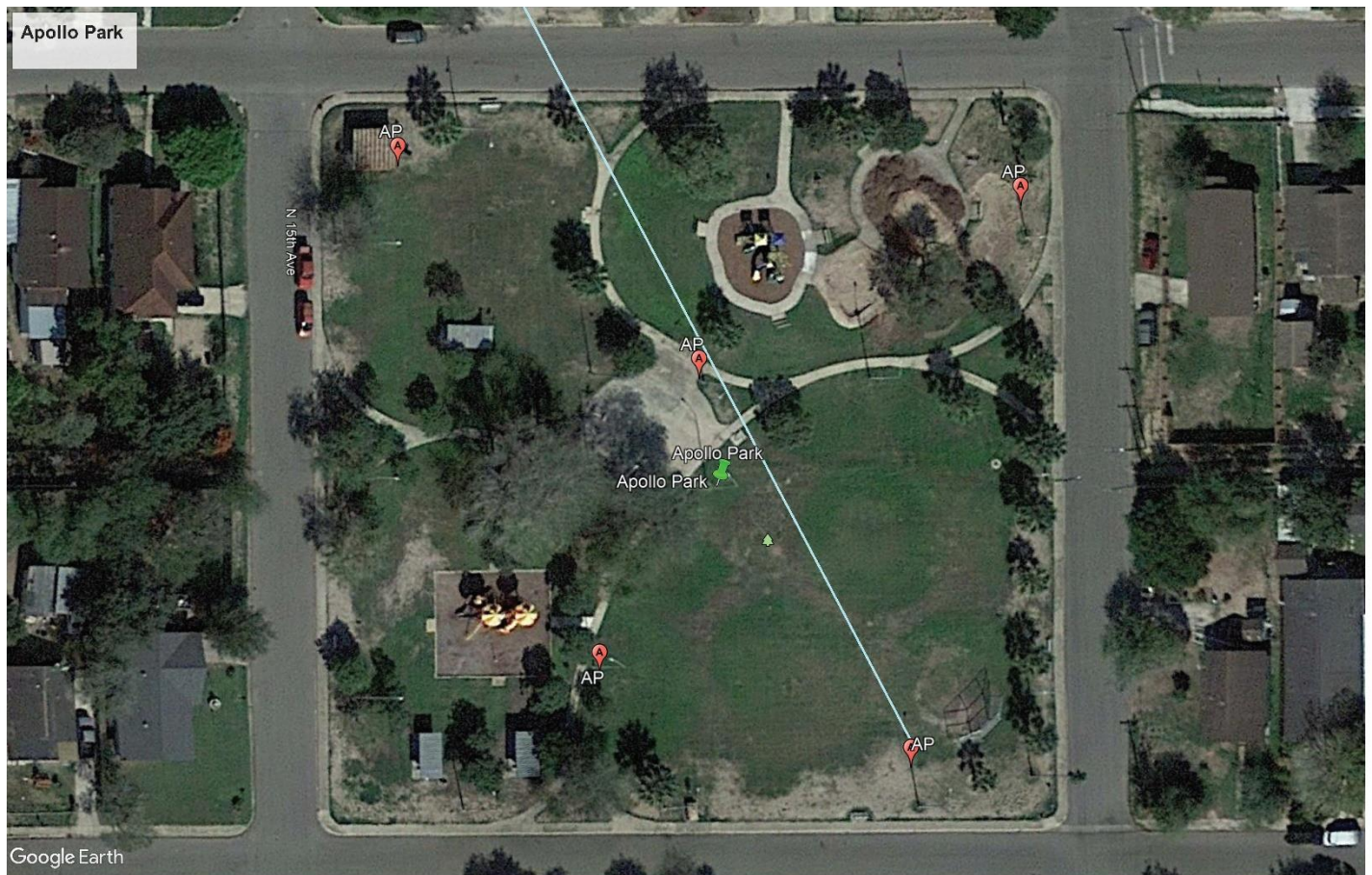


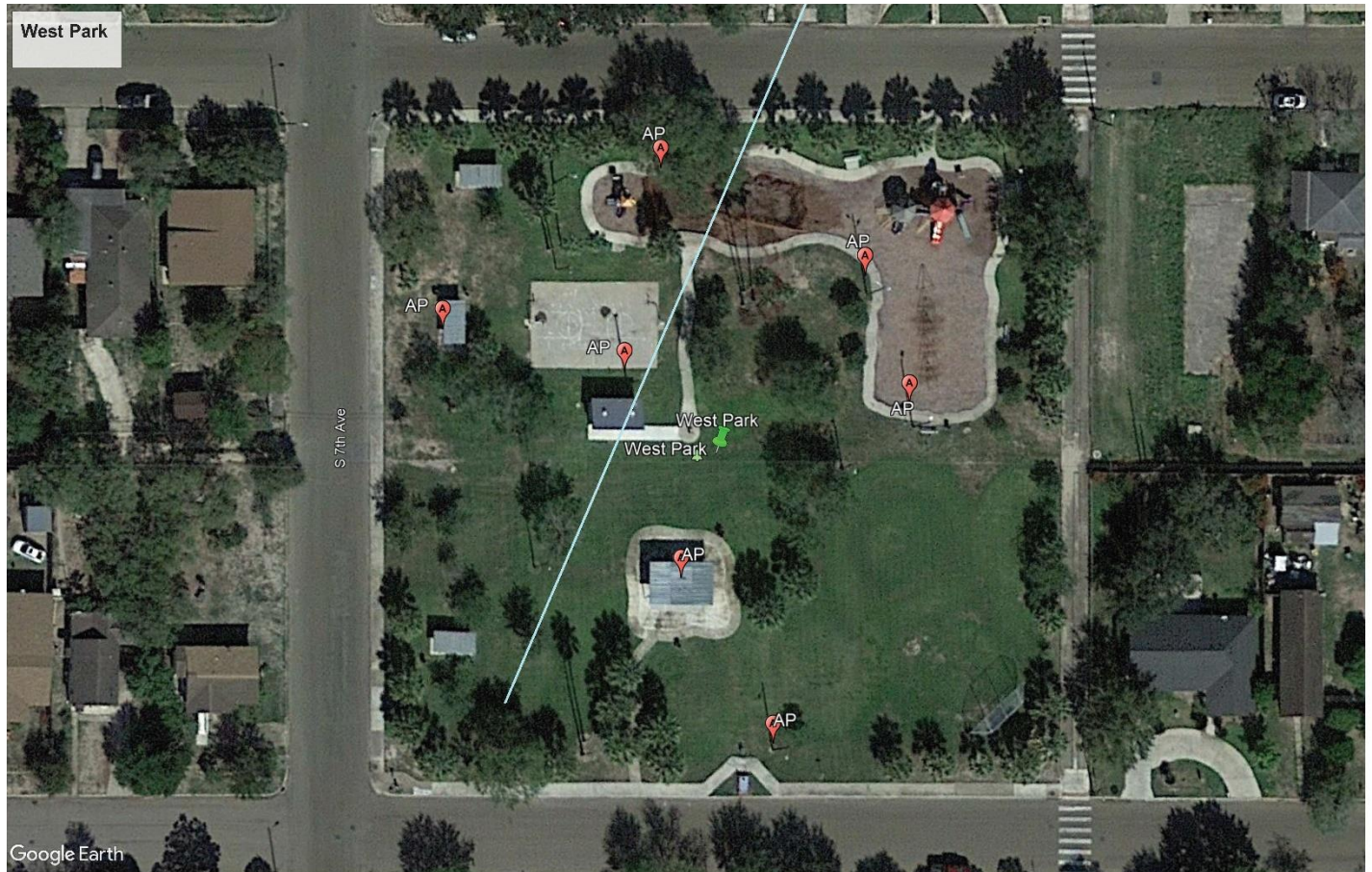














Instructions to Bidders Regarding CDBG Regulations

- All Required Certifications should be reviewed, completed and submitted with the final bid packet.
- The **Contractor's Guide** to Prevailing Wage Requirement for Federally-Assisted Construction Projects is available at the following website address: https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/guidebooks/4812LR. A pdf copy can also be provided upon request.
- The Department of Labor (DOL) General Wage Decision Number **TX190003**, approved on **01/04/2019**, will be applicable to this project. In the event that the DOL releases a new wage decision before the bid opening the new decision will supersede the wage decision noted above. The approved wage decision will lock in at the bid opening. In the event that the contract is not awarded within 90 days after the bid opening and a new wage decision has been released by the DOL, this new decision will apply to the project and will lock in on contract award.
- If the specific work classification is not listed on the current wage decision TX170008, a wage decision must be requested from the DOL. The requested classification and wage rate for this classification will have to be in line to the wage rates listed on the wage decision applicable to this project. **Form HUD 4230A**, Request for Additional Classification and Rate, should be completed and submitted after the bid opening at the earliest time possible to the Community Development/Grants Management Department located at 415 W. University Dr., Suite F, Edinburg TX 78541 to the attention of Michelle L. Mendoza, Compliance Manager.
- All employees working on this project will be required to be paid at a minimum the wages listed on this wage decision while working on this project. The applicable wage decision will need to be posted at the job site for the duration of the project.
- All Federal posters included in this bid packet will need to be posted at the job site for the duration of the project.

- Projects may be subject to the Section 3 requirements of the Housing and Urban Development Act of 1968. Preference will be given to Section 3 Certified Business Concerns in the awarding of bids. When a Section 3 covered contract is to be awarded based upon the price, the Section 3 business concern with the lowest responsive bid shall be given the opportunity to match the lowest responsive bid from any qualified source. If said Section 3 Business Concern cannot match the lowest responsive bid, then the award shall be made to the lowest bidder. In cases where more than one Section 3 Business Concern is able to match the non-Section 3 Business proposal, the City will maintain an order of priority as established below:

Category 1:

Certified Section 3 Business Concern that is providing economic opportunities for Section 3 residents in the following locations: *(Preferences are listed in order of priority)*

- Service area or neighborhood *(As defined in 24 CFR Part 75.5)*
- Public Housing Residents
- Limits of unit of local government
- Metropolitan Statistical Area
- County in which recipient is located
- Rio Grande Valley

Contractor and subcontractors that can clearly demonstrate how they will meet the requirements in this section will be given a contracting preference. **Project awards under \$200,000 are excluded from Section 3 requirements.**

For any questions regarding the CDBG Instructions to Bidders, please contact:

Michelle L. Mendoza, Compliance Manager
Community Development/Grants Management Department
Office: (956) 388-8206
Email: mmendoza@cityofedinburg.com



Community Development/Grants Management Bid Packet Contents

- I. Required Certifications to be submitted with Bid
 - a. System for Award Management Instructions (SAM)
 - b. Certification Regarding Debarment and Suspension
 - c. W-9 Request for Tax Payer ID
 - d. Conflict of Interest Affidavit and Information
 - e. Certification Regarding Equal Employment Opportunity
 - f. Certification Designating Officer or Employee to Supervise Payment
 - g. Certification Regarding Clean Air and Water
 - h. Certification Regarding Non-Lobbying Activities
 - i. Non-Collusion Affidavit for Prime Bidder/Subcontractor
 - j. Information Regarding Use of MBE/WBE
 - k. Section 3 Information and Eligibility Guidelines
- II. Contractor/Vendor/Subcontractor Information regarding Community Development Block Grant (CDBG) Program rules
 - a. DBLS Guide & Prevailing Wage Documentation
 - Contractor's Guide to Prevailing Wage Requirements
 - Applicable Dept. of Labor General Wage Decision
 - HUD Form 4230A –Report Additional Classification Rate
 - Sample Payroll and other Employer Documentation
 - Title 29 – Labor Regulations
 - Required Bulletin Board Posters
 - b. Federal Labor Standards Provisions (attached)
 - c. Federal Contract Provisions (attached)
 - d. Federal Register 2 CFR Part 200, Appendix II (attached)
 - e. Section 3 Regulations 24 CFR Part 75 found at <https://ecfr.io/Title-24/Part-75>

I. Required Certifications

- a. Prime Contractors are required to be registered in the System for Award Management (SAM) before they can be awarded the project. Instructions on how to register are included. The website link for registration is www.sam.gov.
- b. A prospective contractor/subcontractor should complete and submit the Certification Regarding Debarment and Suspension. Additional information is included.
- c. The Request for Taxpayer Identification Number and Certification form must be completed and submitted with final bid submitted.
- d. A prospective bidder/vendor should review the Conflict of Interest Summary of Rules for CDBG Contractors. The affidavit should be reviewed, signed and submitted, disclosing any possible conflict of interest.
- e. A prospective contractor/subcontractor should complete and submit the Certification Regarding Equal Employment Opportunity.
- f. A prospective contractor/subcontractor should complete and submit the Certification Designating Officer or Employee to Supervise Payment of Employees. The designee should have full knowledge of facts set forth in payroll documents and the statement of compliance in conformance with the Copeland "Anti-Kickback" Act.
- g. A prospective contractor/subcontractor should complete and submit the Clean Air and Water Certification.
- h. A prospective contractor/subcontractor should complete and submit the Certification on Non-Lobbying Activities. Additional information is included.
- i. A prospective contractor/subcontractor should complete and submit the Non-Collusion Affidavit. Additional information is included.
- j. Information regarding use of Minority-Owned Business Enterprises/Women-Owned Business Enterprises is included.
- k. If this project is subject to Section 3 compliance as explained in the Instructions to Bidders, the documents should be reviewed and completed as applicable.

System for Award Management Instructions (SAM)

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening.

This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have **ACTIVE REGISTRATION** status with SAM.gov?
____ Yes ____ No
2. If so, please provide you organizations DUNS number: _____

Note: Immediately after the bid opening takes place, the City will enter the bidder's DUNS number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: <http://www.sam.gov>. To register in SAM, an entity must have a Data Universal Numbering System (DUNS) number. The DUNS Number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities.

If you're business does not have a DUNS number, the following websites may be accessed to begin the process of obtaining one:

www.grants.gov/applicants/org_step1.jsp or <http://fedgov.dnb.com/webform>

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION INFORMATION

In preparation for registration in **SAM**, there are several steps you should take. Among these steps are:

1. **Obtain a TIN/EIN for your business from the IRS.** (Even if your business is a sole proprietorship, it's important — because of identity-theft considerations — that you do not operate your business using your Social Security number.)
2. **Obtain a DUNS number for your business.** (Don't pay anyone for this; a DUNS number can be obtained from Dunn & Bradstreet — D&B — at no cost via the web within a day or two.)
3. **Research and identify the PSC/FSC and NAICS codes most appropriate to your business.** (Every product and service is classified by these federal numbering systems, and it's essential that you identify the codes that are applicable to your business.)
4. **Write a brief capabilities statement.** (You must have a grammatically-correct, short description of what your company does.)
5. **Identify “key words” associated with the nature of your business.** (These words should be crafted from a government buyer's perspective; in other words, think about what the government might “call” what it is you do or sell.)
6. **Make a list of business references.** (Be prepared to provide company name, contact person, dollar value, and date range of work.)

Please make sure to plan ahead. There are not many preparatory steps, but they are the most important ones.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. You will need your DUNS number and Employment Identification Number (EIN) or Taxpayer Identification Number (TIN).

If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Certification Regarding Debarment and Suspension

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

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

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

b. Have not within a three-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;

c. 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 paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required 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 of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place 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.

U.S. Department of Housing and Urban Development

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

5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter 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.

7. 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.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, 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.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. 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.

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

Instructions for Certification (B)

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

2. 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.

3. 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 when submitted or has become by reason of changed circumstances.

4. 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 person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. 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 a lower tier 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.

6. 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.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower 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.

Applicant	Date
Signature of Authorized Certifying Official	Title

W-9 Request for Tax Payer ID

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Conflict of Interest Summary and Affidavit

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

- * Are any of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board that will participate in the City's CDBG selection process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board will participate in the City's CDBG selection process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)? Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises CDBG-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my program?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City in which CDBG funding will be utilized, will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

- * HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself **before** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date:

Printed Name and Title:

Company/Vendor Name:

Authorized Signatory:



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST**

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☐ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

Company/Vendor Name:

Printed Name and Title:

Authorized Signatory:

Certification Regarding Equal Employment Opportunity

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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 files 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 bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
Yes _____ No _____ (If answer is yes, identify the most recent contract)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____ (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes _____ No _____ None Required _____
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer – please type)

Signature

Date

HUD 4238

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: _____ PROJECT #: _____

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) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

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

_____ Yes _____ No

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

_____ Yes _____ No

-
3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

_____ Yes _____ No

-
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 Designating Officer or Employee to Supervise Payment

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR

**DESIGNATING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name: _____ Date: _____

Location: _____ Project No.: _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for _____ in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

_____, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 20____: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)

(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)

(Title)

(Signature)

(Title)

(Signature)

(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Certification Regarding Clean Air and Water

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;
2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: _____

Title of Contractor's Authorized Official: _____

Date: _____

Certification Regarding Non-Lobbying Activities

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
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 or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

NAME

TITLE

SIGNATURE

DATE

Non-Collusion Affidavit for Prime
Bidder/Subcontractor

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

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

1. He/she is _____ of _____
(Owner, partner, etc.) (Company)
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, subcontractors, 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 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____

Date: _____

Title: _____

Notary: _____

(Apply Notary Seal)

(Print or type names under all signatures)

Information Regarding Use of MBE/WBE

INFORMATION REGARDING THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e) (Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:
 - a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date quotation is due to the bidder;
 - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance

It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone No _____

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

2. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

4. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

Section 3 Information and Eligibility Requirements



SECTION 3

FREQUENTLY ASKED QUESTIONS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds \$200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

*Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the FY2021 HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
 - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Community Development/Grants Management office at (956) 388-8206.

City of Edinburg

Section 3 Eligibility Guidelines

Individual Income Limits

FY 2021 Income Limit Area	Income Limits Category	FY 2021 Income Limits
City of Edinburg	Extremely Low Income Limits (30%)	\$12,880
	Very Low Income Limits (50%)	\$21,350
	Low Income Limits (80%)	\$34,100

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

The worker's income must be at or below the amount provided below for an individual (Household of 1) regardless of actual household size.

Definitions

A "Section 3 Worker" is:

- a low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); **or**
- employed by a Section 3 business concern; **or**
- a YouthBuild participant.

A "Targeted Section 3 Worker" is:

- employed by a Section 3 business concern **or**
- currently meets or when hired met at least one of the following categories as documented within the past five years:
 - living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; **or**
 - a YouthBuild participant

A YouthBuild participant is:

- A participant of the YouthBuild Program which is a community-based pre-apprenticeship program that provides job training and education opportunities for at risk youth, ages 16-24, who have previously dropped out of high school.

Section 3 Business Concern Certification

Instructions:

Enter the following information and select the criteria that applies to certify your business's Section 3 Business Concern status.

Business Information

Name of Business: _____

Address of Business: _____

Name of Business Owner: _____

Phone Number: _____ Email: _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number: _____ Email: _____

Type of Business (select from the following options):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Select from *ONE* of the following three options below that applies and provide required documentation for verification and certification:

- ☐ At least 51% of the business is owned and controlled by low or very low income persons (*Refer to Eligibility Guidelines document*).
 - ☐ Most Recent Income Tax Return Statement
- ☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
 - ☐ Letter of verification from the Public Housing Authority
- ☐ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (*Refer to Eligibility Guidelines document*).
 - ☐ Payroll Hours Log for ALL employees for the prior three-month period; **and**
 - ☐ Payroll Hours Log for the prior three-month period showing at least 75% of total hours were worked by Section 3 or Targeted Section 3 Workers; **and**
 - ☐ Section 3 or Targeted Section 3 Self-Certifications for all workers included in the 75% claim

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Edinburg may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

Certification expires within six months of the date of signature

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

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 Business Concern based upon their certification and documentation provided?

☐ YES

☐ NO

Reviewer Comments:

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

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

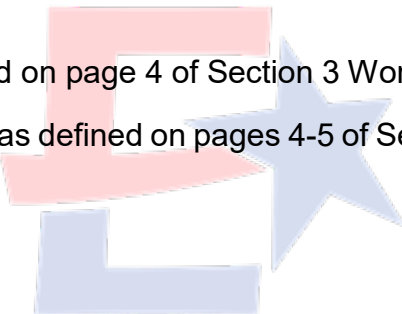
1. Are you a resident of public housing or a Housing Choice Voucher Holder?
☐ YES ☐ NO
2. Are you a resident of the City of Edinburg?
☐ YES ☐ NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis.

<input type="checkbox"/> Less than \$10,000	<input type="checkbox"/> \$30,001 - \$40,000	<input type="checkbox"/> More than \$60,000
<input type="checkbox"/> \$10,001 - \$20,000	<input type="checkbox"/> \$40,001 - \$50,000	
<input type="checkbox"/> \$20,001 - \$30,000	<input type="checkbox"/> \$50,001 - \$60,000	

Select from **ONE** of the following two options below:

I qualify as a:

- ☐ Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)
- ☐ Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)



Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____

Date Hired: _____

Signature: _____

Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Was this an applicant who was hired as a result of the Section 3 project? ☐ YES ☐ NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

Reviewer Comments:

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

Contractor's Guide to Prevailing Wage Requirements



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

January 2012
Previous versions obsolete

Applicable Dept. of Labor General Wage Decision

"General Decision Number: TX20210003 01/01/2021

Superseded General Decision Number: TX20200003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER (Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80 Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck Mounted.....	\$ 16.86	
Front End Loader Operator, Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator, Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	
Servicer.....	\$ 12.34	
Steel Worker (Reinforcing).....	\$ 14.07	

TRUCK DRIVER

Lowboy-Float.....\$ 13.63
 Single Axle.....\$ 10.82
 Single or Tandem Axle Dump..\$ 14.53
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

 WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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.. END OF GENERAL DECISION

HUD Form 4230A
Report Additional Classification Rate

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)

City of Edinburg
415 W. University Drive
Edinburg TX 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

- ☐ Building ☐ Residential
☐ Heavy ☐ Other (specify)
☐ Highway

6. WAGE DECISION NO. (include modification number, if any)

☐ COPY ATTACHED

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ Approved, meets all criteria. DOL confirmation requested.
- ☐ One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

Michelle L. Mendoza

Agency Representative
(Typed name and signature)

Date

956-388-8206

Phone Number

**FOR HUD USE ONLY
LR2000:**

Log in:

Log out:

Sample Payroll and other Employer Documentation

INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)
2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.
3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)
4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22 hours. $(18 \times \$6.45 = \$116.10 \text{ earned this project, } \$239.30 \text{ gross amount earned all projects.})$
5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives \$5.90 per hour, an additional \$0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. \$5.90 (wage rate) plus \$0.66 (fringe) - \$6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.
6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.
7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)
8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.
10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.
11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.
12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS		OMB No.: 1235-0008 Expires: 01/31/2015	
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PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION		PROJECT OR CONTRACT NO.	
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(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			
			O																			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

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.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction,
Form WH-347 Inst.)

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> ACES CONSTRUCTION COMPANY, INC.		ADDRESS 1776 America Street; Anytown, Montana 59604																				
PAYROLL NO #1 (Show # and FINAL at end)		FOR WEEK ENDING July 4, 1983				PROJECT AND LOCATION Happy Valley Manor - Anytown, MT 59604				PROJECT OR CONTRACT NO. 101-35075-PM-WAH-18												
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK		
				S	M	T	W	TH	F	S				FICA	WITH- HOLDING TAX	STATE W / H	VAC FUND	* OTHER	TOTAL DEDUCTIONS			
				28	29	30	1	2	3	4												
				HOURS WORKED EACH DAY																		
(2) John Doe 521-44-7086 1974 Clark Ave. Dometown, MT 59624	1	Foreman Carpenter **	O		2	2	1		1		6	10.95		** A working foreman is one who, in addition to his supervisory duties - at least 20% - performs the work of a laborer or mechanic during a substantial part of his work week.								
			S		8	8	8	8	8			40	7.30	357.70	15.18	53.60	8.00	10.00		86.78	270.92	
(3) Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O																			
			S		8	8	8	8		8		40	6.00	240.00	10.00	45.00	5.00		5.00	65.00	175.00	
(4) John Doe 501-44-7086 Anywhere St. Dometown, MT 59624	0	10 cu. yd. Truck Driver	O	(WORKING ON MORE THAN ONE JOB; ONE JOB IS AN FHA PROJECT, STATE: "Circled hours this project")																		
			S	4	8	2	8				18	6.45	116.10						65.59	173.71		
(5) Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	(FRINGE BENEFITS)																		
			S		8	8	8		8		32	6.56	209.92	-- Fringe Benefits Paid in Cash								
John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O																			
			S		8	8	8		8		32	5.90	188.80	-- Fringe Benefits Paid Into an Approved Fund or Plan								
(6) Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	2	Laborer	O	(DUAL CLASSIFICATION: Worker must be entered on payroll twice and sign by the lower rate of pay received.)																		
			S		4	7		8			19	4.95	94.05									
Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903		Cement Mason	O										123.90									
			S		4	1	8		8		21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45		
(7) Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Tile Setter	O	(WORKING OWNER: Must show the daily and total hours worked on the site.)																		
			S		8	8	8	8	8		40											
(8) Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	(APPRENTICES: Apprenticeship Certificate Showing Dept of Labor Certification Must Be Submitted With the First Payroll The Apprentice Appears On.)																		
			S		8	8		8	8		32	4.02	128.64	5.00	8.00	2.00			15.00	113.64		

**ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

SAMPLE REPORT

Date _____

I, Samantha Sammons, Bookkeeper do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Ace Construction
Company on the Happy Valley Manor
(Contractor or Subcontractor) (Building of work)

101-35075; that during the payroll period commencing on the 28th day of
June, 19 83 and ending the 4th day of July 19 83, 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 Ace Construction
Company from the full weekly wages earned by any person and that
(Contractor or Subcontractor)

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 CFR 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. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER"
DEDUCTIONS.

(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:

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

Community Development Block Grant (CDBG) Program

☐ 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 (Bill Thomas)

☐ 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
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

NON-COVERED JOB CLASSIFICATIONS: Workers performing the following
classifications are not subject to the prevailing wage requirements - Project
Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy,
Messenger, and Clerical workers such as timekeepers, payroll clerks, and
bookkeepers.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	
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.	

*** AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE
SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.

CDBG Administration Manual

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp.0 /30/201)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

CONFIDENTIAL

	Y	N		Y	N
8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>
12a. Employee Signature			12b. Date		

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview
--------------------------------------	-------------------------------	------------------------

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
------------------------------------	-----------

PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the _____

_____ to deduct from my paycheck \$_____.

*This is for item number as shown below:

Repayment of

- | | |
|---------------------|--------------------------|
| 1. Loan | 7. Credit Union |
| 2. Retirement | 8. Profit Sharing |
| 3. Advance on Wages | 9. Donations to Agencies |
| 4. Savings | 10. Insurance Premiums |
| 5. Saving Bonds | 11. Union Dues |
| 6. Uniforms | |

*This deduction is to be made:

Check Appropriate Box	
<input type="checkbox"/>	One Time Only
<input type="checkbox"/>	Weekly
<input type="checkbox"/>	Bi-Weekly
<input type="checkbox"/>	For _____ Weeks
<input type="checkbox"/>	

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

PERMISSIBLE PAYROLL DEDUCTIONS

The “Anti-Kickback” regulations of the Copeland Act permit the following deductions from the workman’s weekly wages:

1. Where required by Federal, State or Local Statutes.
2. Bona fide payment of wages without discount of interest.
3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.
4. The purchase price of United States Notes, Stamps and Bonds.
5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.
6. Contributions to a Federal Government or quasi-governmental agency.
7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.
8. Contributions to the Red Cross and Community Chests.
9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____,
(1st date of week) (month)

and ending on the _____ day of _____.
(last date of week) (month)

Signature of Authorized Person

Date

***THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER
SUBMISSION OF THE INITIAL PAYROLL REPORT**

Title 29 – Labor Regulations

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

<u>Sect.</u>	<u>Name</u>
3.1	Purpose and scope.
3.2	Definitions.
3.3	Weekly statement with respect to payment of wages.
3.4	Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5	Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6	Payroll deductions permissible with the approval of the Secretary of Labor.
3.7	Applications for the approval of the Secretary of Labor.
3.8	Action by the Secretary of Labor upon applications.
3.9	Prohibited payroll deductions.
3.10	Methods of payment of wages.
3.11	Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.

Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor. (Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
 - (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
 - (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Required Bulletin Board Posters

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

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

**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:

**CITY OF EDINBURG
COMMUNITY DEVELOPMENT/GRANTS MANAGEMENT DEPT.
415 W. UNIVERSITY DRIVE, SUITE F
EDINBURG, TEXAS 78541
PHONE: (956) 388-8206**

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



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



Job Safety and Health It's the law!

OSHA[®]
Occupational Safety
and Health Administration
U.S. Department of Labor

EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

**This free poster available from OSHA –
The Best Resource for Safety and Health**



Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA (6742)

www.osha.gov

OSHA 3165-12-06R



Seguridad y Salud en el Trabajo

¡Es la Ley!



Administración de Seguridad y Salud Ocupacional

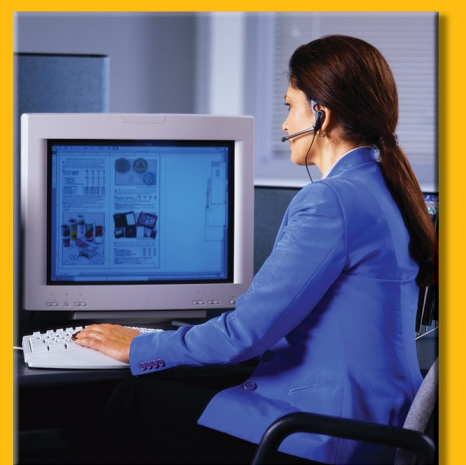
Departamento de Trabajo de los EE. UU.

EMPLEADOS:

- Usted tiene el derecho de notificar a su empleador o a la OSHA sobre peligros en el lugar de trabajo. Usted también puede pedir que la OSHA no revele su nombre.
- Usted tiene el derecho de pedir a la OSHA que realice una inspección si usted piensa que en su trabajo existen condiciones peligrosas o poco saludables. Usted o su representante pueden participar en esa inspección.
- Usted tiene 30 días para presentar una queja ante la OSHA si su empleador llega a tomar represalias o discriminar en su contra por haber denunciado la condición de seguridad o salud o por ejercer los derechos consagrados bajo la Ley OSH.
- Usted tiene el derecho de ver las citaciones enviadas por la OSHA a su empleador. Su empleador debe colocar las citaciones en el lugar donde se encontraron las supuestas infracciones o cerca del mismo.
- Su empleador debe corregir los peligros en el lugar de trabajo para la fecha indicada en la citación y debe certificar que dichos peligros se hayan reducido o desaparecido.
- Usted tiene derecho de recibir copias de su historial o registro médico y el registro de su exposición a sustancias o condiciones tóxicas o dañinas.
- Su empleador debe colocar este aviso en su lugar de trabajo.
- Usted debe cumplir con todas las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH que sean aplicables a sus propias acciones y conducta en el trabajo.

EMPLEADORES:

- Usted debe proporcionar a sus empleados un lugar de empleo libre de peligros conocidos.
- Usted debe cumplir con las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH.



Los empleadores pueden obtener ayuda gratis para identificar y corregir las fuentes de peligro y para cumplir con las normas, sin citación ni multa, por medio de programas de consulta respaldados por la OSHA en cada estado del país.

1-800-321-OSHA (6742)

www.osha.gov

OSHA 3167-01-07R



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 activities 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 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.

La igualdad de oportunidades de empleo es **LA LEY**

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam (*Vietnam Era Veterans' Readjustment Assistance Act*) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados

(en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

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

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.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

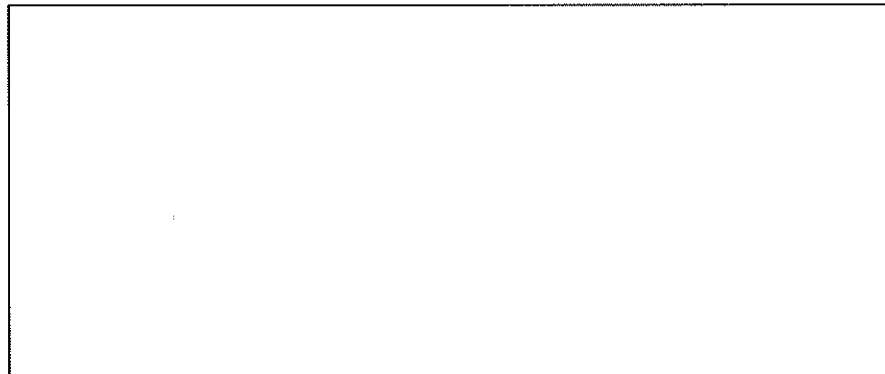
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:



o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 SPA REV 10/17

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

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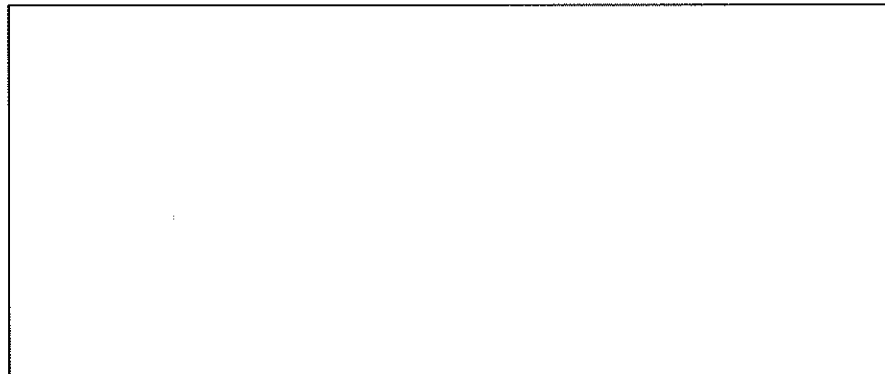
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DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 SPA REV 10/17

Federal Labor Standards Provisions

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federal Contract Provisions

**Community Development Block Grant Program
24 CFR Part 570**

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than \$100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier 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 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

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

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. 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 demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

C. 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.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that 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. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. 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 504 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 noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35

The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309

The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15

The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of \$100,000.

13. Section 3 – 24 CFR Part 135

The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8

The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The

U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the City;
 - 1. Any member of his/her immediate family;
 - 2. His or her partner; or
 - 3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, 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 in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Federal Register 2 CFR Part 200, Appendix II

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The

non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

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