



**REQUEST FOR PROPOSAL NO. 21-22-046
CONSTRUCTION OF CASA DE PEREGRINOS FOOD RESCUE WAREHOUSE.
PROPOSAL DUE DATE/TIME: DECEMBER 14, 2021 / 4:00 P.M.**

Table of Contents

RFP Compliance Declaration

Section 1 – General

Section 2 – Project Background

Section 3 – Scope of Work

Section 4 – Proposal Format

Section 5 – Proposal Content

Section 6 – Evaluation and Award Process

Section 7 – Schedule A

Section 8 – Bid form

Appendix 1 – Project Manual

Appendix 2 - Drawings & Specification

Appendix 3- Wage determination

Appendix 4 – Conflict of Interest Certification & Debarment / Suspension Status

Appendix 5 – Affidavit of Non-Violation of Labor Codes

Appendix 6 – Statement of Qualification for General Contractors

Schedule A through D to Appendix 6 – Statement of Qualification for General Contractors

Appendix 7 – List of Subcontractors

Appendix 8 – Statement of Qualification for Sub Contractor.

Appendix 9 - CDBG Contracting RFP & Other Certifications

Appendix 10 – Contractors Certification Regarding Drug and EEO

Appendix 11 – Employment Needs for section 3 contract form

Appendix 12 – HUD4010-Federal Labor Standards Provisions

Appendix 13 – General Decision Number NM20210045

Appendix 14- Section 3 Clause – Subrecipients and Contractors



RFP COMPLIANCE DECLARATION

RFP TITLE: Construction of Casa De Peregrinos Food Rescue Warehouse
RFP NO.: 21-22-046
DUE DATE/TIME: December 14, 2021 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: _____ is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Form with five rows of lines for company name and address, and corresponding labels: Authorized Signature, Typed or Printed Name, Title, Email Address.

Telephone number _____ Fax number _____

NM Tax & Revenue Dept. CRS # _____

Current NM Secretary of State Business ID # _____ (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number _____ (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ____ Yes ____ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

**CITY OF LAS CRUCES
REQUEST FOR PROPOSAL**

RFP TITLE: Construction of Casa De Peregrinos Food Rescue Warehouse

RFP NO.: 21-22-046

DUE DATE/TIME: December 14, 2021 / 4:00 p.m.

1. GENERAL

- A. The City of Las Cruces (City), a New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in entering a Contract for General Construction Services as described herein.
- B. Responses to this solicitation must be received by the DUE DATE/TIME at the City Purchasing Section subject to requirements and conditions of the enclosed Schedule A (General Conditions of Proposing).
- C. The conduct of this procurement is subject to Chapter 24 of the City's Municipal Code incorporated herein by reference.

D. City Contact:

Except for:

- 1. **Communications during any pre-proposal conference conducted by the City for this solicitation,**
- 2. **Any related interviews initiated by the City,**
- 3. **Any related negotiations initiated by the City, and,**

to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or City staff, other than the City Purchasing Section staff, relating to this solicitation is strictly prohibited during this solicitation process until contract award. Upon such finding, the violating party will be deemed non-compliant and a proposal from such party will not be considered for award.

- E. A pre-proposal conference will be held on **November 18, 2021, at 10:00am**. Due to the current public health situation, the pre-proposal meeting will be held electronically. It is not mandatory to attend the pre-proposal conference, but all prospective proposers are encouraged to attend to obtain additional details or to inquire for more details regarding this solicitation. Inquiries will be addressed at this meeting followed by written addendum(a) as deemed appropriate by the City. The pre-proposal meeting for this solicitation will be held through the following link: <https://zoom.us/j/9972568333> on Zoom Meeting ID # 997 256 8333.
- F. The Contract to be entered for the proposed services will be in a format acceptable to the City and awarded firm. The contract will be in force as long as required to complete the delivery of the contracted services.
- G. The City intends to award the highest-ranking firm to meet its need for services based upon the criteria herein.
- H. The current project schedule for this RFP General Construction services contract solicitation, negotiation and execution is as follows (note that all dates listed are subject to revision)

1. Request for Proposals released:..... October 29, 2021
2. Pre-proposal conference: November 18, 2021 @ 10am
3. Deadline for questions/RFI's:.....December 7, 2021 @ 4:00 PM
4. City responses to questions/RFI's via addenda: December 10, 2021
5. Proposals due:December 14, 2021 @ 4:00 PM

2. PROJECT BACKGROUND

2.1 Project Description

- a. The City of Las Cruces requires general construction services for the Construction of Casa De Peregrinos Food Rescue Warehouse located at 991 West Amador, Las Cruces, NM.
- b. Casa de Peregrinos, a City of Las Cruces food partner is the user of the facility. The Public Works Engineering & Architecture Program developed the project in collaboration with Casa de Peregrinos.
- c. The intent of this RFP is to solicit proposals for authorization of a single Contract for general construction services for the project. The City of Las Cruces has appropriated funds to undertake the construction of the Casa De Peregrinos Food Rescue Warehouse.

2.2 Scope of Work

The Work consists of the furnishing of all labor, material, service, equipment and appliances required for the fabrication, delivery and erection of all items of work as detailed in the Contract Documents including Base Bid and Bid Alternates for the construction of the Casa de Peregrinos Food Rescue Warehouse.

- a. The proposed Casa de Peregrinos Food Rescue Warehouse (CDP) project will be a new facility for the distribution of food to those in need. The project will be located in the Mesilla Valley Community of Hope Campus. The project includes the renovation to the 7550 SF former Horse and Hound retail building. A 4,660 SF addition will be constructed to the north of the existing H&H building.
 - Selective demolition of various elements and systems within the existing Horse and Hound Building as well as demolition of surrounding pavement and landscape area
 - Site Improvements will include:
 - New employee parking area and landscaping
 - New client parking area and landscaping
 - New or extended utilities
 - Drainage ponds and storm sewer lines
 - Covered drive through pick up area for clients
 - Site lighting and security fencing and cameras
 - Exterior Improvements will include:
 - New exterior finishes for both the existing building and new addition, including stucco and exposed CMU
 - A new three bay loading dock on the south side of the building.
 - New windows and skylight areas for natural light
 - Interior improvements will include:
 - New Warehouse area with storage racks
 - Walk in refrigerator and freezer with roll up doors and storage racks

- Food packaging and distribution area with racks and tables
- Clean room for food prep
- Public Lobby and Restrooms
- Demonstration Kitchen
- Administrating Offices and Support areas
- New HVAC System
- New Lighting, Power and Special Systems
- Emergency Generator
- Bid Alternates
 - Canopy at Drive Thru Area
 - Decorative Fencing
 - Demonstration Kitchen

2.3 Project Owner and Management

- a. The City of Las Cruces is Owner and fiscal agent for the project; charged with the procurement of services necessary for its construction. On-site staffing and off-site management of the facility are provided by Public Works Department of the City of Las Cruces Public Works Department.
- b. The City's Public Works Department through the Engineering & Architecture Program is the contract administrator of the owner-contractor contract as well as the contact for coordination of the delivery of the construction services.

3.1 Project Quick Facts

- Total Building area 12,212 SF
- Concrete slab-on-grade with reinforced continuous and spot footing
- Post & Beam steel structure at new addition
- Load-bearing CMU exterior walls at new addition
- Load-bearing CMU walls at the loading dock
- Steel roof structure at new addition
- Existing wood frame roof structure to remain at existing building
- Future PV Array on roof at new addition

3.2 Deliverables

- a. The selected contractor shall deliver general construction services as described in the Contract Documents which are comprised of:
 1. Construction Contract,
 2. General Conditions,
 3. Supplementary Conditions,
 4. Special Conditions,
 5. Drawings,
 6. Specifications,
 7. Shop Drawings, and
 8. Project Closeout

3.3 Bonds

- a. The respondents shall be required to include in their Bid Package a Bid Bond in the amount of 5% of their Bid Amount.

- b. The selected contractor shall be required to provide a Labor and Materials Payment Bond in the amount of 100% of their contract amount. See Attachment for bond document.
- c. The selected contractor shall be required to provide a Performance Bond in the amount of 100% of their contract amount. See Attachment for bond document.

3.4 Insurance Requirements

The selected contractor shall obtain and maintain insurance at its own cost and expense during the life of the Contract, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

- 1. General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
- 2. Property Damage Insurance – \$100,000.00
- 3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractors to provide statutory Workers' Compensation and Employer's Liability Insurance, with the same limits as those required by the CONTRACTOR.
- 4. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
- 5. Workers Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
- 6. Builders Risk: The coverage limit must accurately reflect the total completed value of the structure excluding land costs.
- 7. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured – this coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement(s) for this coverage must be provided as a condition of the Contract.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

4. PROPOSAL FORMAT

4.1 Statement of Qualifications Format and Structure

All submissions must follow the submission guidelines below. The City reserves the right to reject submittals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 11 point. Maximum length including title page, the entire submittal, and appendices should not exceed 15 pages single-sided.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – Proposal Content.
4. Major sections must have page breaks between them and the following sections.
5. The submittal must be signed and titled by a duly authorized representative of the Respondents.

In addition, the City requires that all submittals contain the following:

6. Title Page – Clearly label with the RFP number, RFP title, Respondent’s name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Letter of Introduction – Provide brief narrative of background and general qualifications of the Respondents, including any experience with services/products similar in scope and/or size to those requested in this RFP.
9. Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Respondents or any of its employees or subcontractors is or has been involved within the last three years.
10. Response must demonstrate your comprehension of the objectives and services from the RFP. Do not merely duplicate the Scope of Work as presented within this RFP.
11. Appendices – include any additional information that the Respondents deems important to the decision process but that is not specified elsewhere in the RFP.
12. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)

4.2 Copies Required

The Qualification Submission package should begin with a cover letter, not exceeding two (2) pages in length that summarizes the Respondent’s key qualifications and approach to performing the required services. The cover letter must be signed by an authorized representative of the firm(s).

The original Statement of Qualifications should include an “original” cover letter signed in blue ink by an authorized representative of the firm. The cover letter must contain a commitment to provide the services described with the personnel specified in the submitted RFP. The letter must also state that the terms of the Statement of Qualifications are valid for **120 days**.

Electronic – Proposals must be submitted electronically via e-mail to the City Purchasing Section Bid Clerk at bidclerk@las-cruces.org. Please list the RFP number and title, “Proposal,” due date and time, and the respondent’s company name in the subject line of the e-mail. For example: 21-22-046 construction of Casa de Peregrinos Food Rescue Warehouse (Company Name).” The e-mail must

be delivered to the Bid Clerk inbox no later than the proposal due date/time. Proposals received after the due date/time will be considered non-responsive and not acceptable for award. The City will only accept proposals via e-mail. The Bid Clerk inbox has an attachment size limit of 150MB.

5. PROPOSAL CONTENT

Each copy of the proposal must include a completed and signed RFP COMPLIANCE DECLARATION (page 1 of this solicitation document). Failure to submit the RFP COMPLIANCE DECLARATION page will subject the response to rejection. Documents may be submitted to the City in an acceptable ADA format.

1.1 Bid and Technical Proposal Content 3

The respondent's Technical Proposal shall include the following items, and in the sequence presented:

- a. The bid proposal will be used in the evaluation of the request for proposal (RFP). The bid proposal must be submitted with the technical proposal. The proposer shall submit a bid proposal for a Lump Sum price for all Labor, Materials, Equipment and all other requirements set forth in the RFP. The price shall cover all the resources and materials needed to accomplish all the obligations of the Contract.
- b. The Bid Proposal must be inclusive of all costs, except New Mexico Gross Receipts Tax.
- c. The respondent's Bid Proposal shall include the following required items and, in the sequence, presented. (Offeror can use the following as a checklist):

ITEM 1 – Bid Proposal Form: In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposals shall be in accordance with applicable state laws. The Bid Proposal Form must include the following:

- a. Bid Proposal Cover Letter in company's letterhead (includes information listed immediately below)
- b. Firm's New Mexico CRS "Tax" Number
- c. Firm's Federal Employee Identification Number
- d. A copy of the Contractor's Certificate of Insurance indicating that the coverage is in force beyond the date of the proposal submittal
- e. Bid Bond in the amount of 5% of the Bid Amount

ITEM 2 – Fee Proposal Matrix: Bid Proposals shall be submitted as presented in the Bid Proposal form provided in the RFP.

The Bid proposal, bearing original signatures, must be typed or hand-written in ink, on the Bid Proposal Form.

Bid shall not include state gross receipts. Taxes will be included in the purchase order at prevailing rates and will be paid as a separate item to the Contractor by the Owner when billed in periodic Applications for Payment.

ITEM 3 – Conflict of Interest and Debarment/Suspension Certification: The Offeror shall complete the form provided as an Attachment to the RFP and shall be included with the bid proposal.

1. **To address Evaluation Criteria No. 1** (Past Performance) below,
 - a. Provide a list of similar projects completed in the past five (5) years – minimum three (3) projects
 - b. Provide original contract amount and contract amount at closing
 - c. Provide original contract time (calendar days) and final contract time (total calendar days)
 - d. Provide name of owner, contact name, telephone number, e-mail address
 - e. Provide a brief description of significant challenges addressed by your company during construction and added value to the project by your company

2. **To address Evaluation Criteria No. 2** (Qualifications/competence) below,
 - a. Provide the Resume including the Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract.
 - b. Provide the names and Resumes of key personnel who will be assigned to provide the services described herein. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided,
 - c. Provide a list of major subcontractors, including addresses, qualifications and areas of responsibility
 - c. Location of main office of contractor and major subcontractors.

3. **To address Evaluation Criteria No. 3** (Management Structure) below,
 - a. Provide an Organizational Chart
 - b. CPM Construction Schedule indicating major milestones

4. **Price Proposal:** Provide detailed price proposal listing all Base bid and alternates referred in the drawings.

Cost Proposal Evaluation: The Cost Proposal shall be initially evaluated to ensure that the price(s) offered is responsive to the RFP requirements and instructions and is realistic in respect to the project's scope of work.

The price basis for this RFP is the price proposed for the general scope of work as defined in the Design Development documents as listed in the Price Form. The Offeror with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to the price below. The price score of each other offeror shall be determined by applying the following mathematical formula:

Lowest price offered divided by the given price under consideration multiplied by the maximum price score:

$$\frac{\text{Lowest price offered}}{\text{Price under consideration (given offer)}} \times \text{Maximum price score} = \text{Price score assigned to given offer}$$

Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by The Selection Advisory Committee (SAC) and evaluation committee members from various City departments.

	EVALUATION CRITERIA	POINTS
1.	Performance of the firm with previous clients, based upon quality of work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client	30
2.	Qualification/competence of team members to manage services to be provided	20
3.	Technical approach to the requested services	20
5.	Price Proposal	30
	Total	100

1. EVALUATION AND AWARD PROCESS

- 6.1 The SAC shall be established to evaluate responses based solely on the Evaluation Factors set forth above. Factors not specified in the RFP will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Responses will be evaluated on an individual basis against the requirements stated in the RFP.
- 6.2 Should it be determined by the SAC that there is a need for interviews to be conducted, the highest-scoring Respondent and Respondents within five (5) percent of the highest-scoring Respondent may be interviewed. If there are less than three (3) Respondents within the top five (5) percent, then the top three Respondents, regardless of their relative scores, may be interviewed. The Purchasing staff will coordinate with the qualifying interviewees as to the time, date, and place for the interviews, and the time allowed for each interview. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly score each interviewee in accordance with the RFP criteria, and the scores will be added to the previous scores of the interviewees to arrive at a composite score.
- 6.3 At the completion of the evaluation period, the City shall notify the highest ranked responder that the City will commence negotiations and schedule negotiation meetings as appropriate.
- 6.4 If the City is unable to negotiate a satisfactory contract with the selected contractor, the City shall, formally and in writing, end all negotiations with that firm and proceed to negotiate with the next contractor in the order of selection ranking until a contract is reached or negotiations with all qualified respondent's end.
- 6.5 The City shall award a contract to the contractor that successfully negotiates a contract with the City and that submits the proposal offering the best value for the City on the basis of the published selection criteria and on its ranking evaluations.
- 6.6 Any final construction contract with the selected contractor shall be posted for the award of the contract by the City Council and shall not be effective until the Council approves such contract and authorizes its execution.

NOTE:

- a. Minor problems of completeness or compliance may be called to the attention of Respondents for clarification. Substantial deviations from specifications or other requirements of this RFP will result in disqualification of a Respondent's response.
- b. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Respondents, or to allow corrections of errors or omissions.
- c. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the SAC will determine a ranking.
- d. Responses to this RFP that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- e. The successful Respondent's response to this RFP will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Respondents of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Respondent selected.
- f. The city may reject any or all offers if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

SCHEDULE A

GENERAL CONDITIONS FOR RESPONSES UNLESS OTHERWISE SPECIFIED IN THE RFP DOCUMENT, THE FOLLOWING CONDITIONS APPLY

1. Proponents are advised that this solicitation is subject to the provisions of the City of Las Cruces (City) Procurement Code, incorporated herein by reference.
2. **Inquiries and Related Addenda:**

Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process and, upon such finding, will render a respondent and/or related proposal non-compliant.

 - a. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the due date/time unless otherwise specified in the solicitation documents. Inquiries received after the deadline may not be considered.
 - b. Inquiries must be emailed to bidclerk@las-cruces.org.
 - c. Telephone inquiries will not be responded to, including the results of this solicitation.
 - d. Inquiries will be compiled and responded to via written addendum issued before the due date/time.
 - e. In the event addendum is received by a proponent after its response is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via email.
 - f. In the event addendum is received by a proponent after its response is submitted and forces a change to its response, the proponent must submit a revised response, clearly marked as a revised response.
 - g. Failure to acknowledge receipt of addenda may render response as non-compliant.
3. **Response Format Requirements:**
 - a. Responses include following two (2) components:
 1. A technical proposal of the submittal requirements called out in solicitation documents.
 2. A cost proposal in a separate file consisting of itemized cost elements expected to be incurred by the City in obtaining the proposed services from the respondent.
 - b. Responses are limited to a maximum of 15 pages (excluding index; transmittal letter; title page). Any and all forms incorporated in the RFP solicitation documents and submitted with response also do not count towards the specified page limit.
 - c. Pages incorporated within the specified page limit must be numbered and typed in no less than 12 points per inch.
 - d. Responses must include the **RFP COMPLIANCE DECLARATION** page that is included within the solicitation documents. This requirement cannot be waived as the page confirms the respondent's understanding and compliance with the RFP submittal requirements, any required federal certification and conduct of this solicitation. This declaration must be completed and signed with each copy of response. **FAILURE TO RETURN THE RFP COMPLIANCE DECLARATION SHEET WILL SUBJECT THE RESPONSE TO REJECTION.**
 1. If applicable, respondents should provide business, tax, registration numbers etc. on the RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.
 - e. Response shall be submitted in PDF format, with technical proposal content included in a single file. Respondents are encouraged to minimize the size of their PDF files prior to submission by optimizing to reduce the resolution of scanned content. 100 dots per inch (DPI) or less is acceptable for viewing files on a computer.
 - f. In a separate PDF file, include one copy of the cost proposal, **unless otherwise specified in the RFP**; marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.
 - g. Proposals must be submitted electronically via e-mail to the City Purchasing Section Bid Clerk at bidclerk@las-cruces.org. Please list **the RFP number and title, "Proposal," due date and time**, and the respondent's company name in the subject line of the e-mail. For example: "21-22-046 (TITLE) Proposal MM/DD/YY ##:## pm, (Company Name)." The e-mail must be delivered to the Bid Clerk inbox no later than the proposal due date/time. Proposals received after the due date/time will be considered non-responsive and not acceptable for award. The City will only accept proposals via e-mail. The Bid Clerk inbox has an attachment size limit of 150MB.
 - h. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.
 - i. No other materials are to be submitted, unless specifically requested in proposal.
4. **Proposals must be submitted by the due date/time to bidclerk@las-cruces.org.**
 - a. Please note, e-mails with large attachments may be delayed during transmission, and will subject response to rejection in the event it is received by the City Purchasing Section after the due date/time.
 - b. Proposals delivered after the closing date and time will not be accepted and will be deleted unopened.
 - c. Faxed proposals will not be accepted.
5. **The City of Las Cruces reserves the sole right to:**
 - a. Determine responsible respondents and responsive proposals.

- b. Determine and waive minor technicalities in the responses from requirements not affecting price, quality, quantity of items, or services sought.
- c. Delete, decrease or increase quantities of proposed items or service within effective price dates.
- d. Reject any or all responses/proposals and terminate this solicitation process.

6. Law Application:

Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.

7. Award:

- a. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.
- b. After the evaluation is complete, the award will be posted on the New Mexico Purchasing Group website (BidNet): <https://www.bidnetdirect.com/new-mexico>
- c. All proponents will receive a summary of the results via email.
- d. Successful proponent will receive notice of award via email and will be contacted to negotiate a contract.
- e. For negotiated contracts exceeding \$75,000, a recommendation for award shall be forwarded to the City Council for review and approval.

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

BID FORM

City Council:

Gross receipts taxes are not included in the bid pricing herein, however, it is understood the City will make payment for such taxes applicable to this project. Pay requests relating to this project shall, therefore, include applicable gross receipts taxes as separate line item.

The undersigned bidder agrees to furnish the required contract performance and payment bonds and to enter into contract for the work within ten (10) days from date of contract award notice issued by the City.

By submitting a bid for this project, I (we) certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in City, State or Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations. No contractor or subcontractor may perform services in this project if such entity has been suspended or debarred from bidding on City of Las Cruces, State or Federal projects during the time such debarment is in effect.

The undersigned bidder, having carefully examined the site of proposed work and having informed itself fully in regard to the conditions to be met in the execution of the work, and having read and examined the Plans, General and Special Conditions, Technical Specifications, Standard Specifications, Contract and Bid Forms, all pertaining to this work, and being fully advised as to the extent and character of the work, materials, and equipment required, and as to the method of payment for the work, proposes to furnish all materials (except as otherwise specified), power, transportation, equipment and labor, and to perform all of the work and labor necessary for the satisfactory construction of:

**CONSTRUCTION OF THE CASA DE PERGRINOS FOOD PANTRY
PROJECT NO. 21-22-046**

in full accordance with the Specifications and Contract Documents for the prices stated herein.

BID FORM

Bid Matrix One

	General Construction Services and Deliverables	Bid
A	Base Bid for Construction of the Casa de Peregrinos Food Rescue Warehouse. This amount is inclusive of the items delineated in the Contract Documents	\$ _____
B	ADDITIVE ALTERATES 1. Canopy at Drive Thru 2. Decorative Fence in Lieu of Chain Link Fence (net increase). 3. Demonstration Kitchen	\$ _____ \$ _____ \$ _____
C	TOTAL BID INCLUDING ANY ALTERNATES	\$ _____
The above matrix will be used in the evaluation of the proposals		

Company Name and Address:

Authorized Signature

Typed or Printed Name

Title

Email Address

Appendix 1 – Project Manual

Appendix 2 - Drawings

Appendix 3 - Wage determination

New Mexico Department of Workforce Solutions Public Works Bureau Wage Decision No. **DA-21-2162-B**

Federal Wage Rate Decision No. **(See Appendix 13)**

APPENDIX 4

CONFLICT OF INTEREST CERTIFICATION FORM

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to the City of Las Cruces in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of their belief and knowledge: No employee or member of the City of Las Cruces City Council (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any City of Las Cruces employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator(s):

List below the name(s) of any City of Las Cruces employee, Council member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to City of Las Cruces Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that they have read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION STATUS requirements and that they understand and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature

Name of Person Signing (typed or printed)

Title

Date

Name of Company (typed or printed)

Address / City / State / Zip Code

Telephone No.

Fax No.

Email Address

APPENDIX 5

Affidavit of Non-Violation of Labor codes

Name of Firm: _____

Address: _____

Project Reference: 21-22-046
City of Las Cruces - Construction of Casa De Peregrinos Food Rescue Warehouse

Request for Proposal # 21-22-046

To: City of Las Cruces City Council

The undersigned officer of _____ hereby states that

_____ has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

Name

Title

Signature

NOTARY

State of _____)

County of _____)

Signed or attested before me on _____ by _____

Seal _____

My Commission Expires: _____

APPENDIX 6 - STATEMENT OF QUALIFICATIONS FOR GENERAL CONTRACTORS

1. Offeror Information:

Name:

Address:

Principal Office:

Corporation Partnership Sole Proprietorship Joint Venture Other

How many years has your organization been in business as a Contractor?

How many years has your organization been in business under its present name?

Under what other or former names has your organization operated?

Has your firm or any officer of your firm been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

Yes; if yes, please explain:

No

2. Licensing

Name of license holder or qualifying party exactly as it is on file with the State of New Mexico Construction Industries Division (NMCID): _____

License Number(s) and Classification(s): _____

Issue Date: _____ Expiration Date: _____

In the last five (5) years, has any employee or entity filed a complaint against your firm with NMCID, or with the appropriate licensing agency in any other state?

Yes; free of suspension or revocation

No; if no attach explanation

Does your firm hold all applicable business licenses required by the State of New Mexico?

License Number: _____ Jurisdiction: _____

Name of business license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____

Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

Yes

No; attach explanation

3. Experience

Has your firm completed one (1) or more project(s) of similar types and complexity involving similar building as the proposed project in the past five (5) years? Complete Schedule B for five (5) projects listed below:

Yes; number of projects: _____
 No

Project 1 Name: _____

Project 2 Name: _____

Project 3 Name: _____

Project 4 Name: _____

Project 5 Name: _____

State the average annual dollar amount of general construction work performed during the past five (5) years: \$_____

List major construction projects, also on Schedule A, firm has in progress; provide the name of the project, owner, architect, contract amount, percent of completion, scheduled completion date and a general scope of work.

List the categories of work that your organization typically performs with its own forces.

Has your firm failed to complete a project in the past five (5) years?

Yes; if yes, please explain:
 No

Has your firm declared a default on a project in the past five (5) years?

Yes; if yes, provide explanation:
 No

Has your firm been assessed liquidated damages on a job in the past five (5) years?

Yes; if yes, provide explanation
 No

Has your firm ever had insurance terminated by a carrier in the past five (5) years?

Yes; if yes, please explain:
 No

4. Key Personnel Experience

Project Manager/Superintendent qualifications and experience?

How many years of experience in the construction industry?

Number of Years: _____

Experience on one (1) or more construction projects similar in complexity to the work of this contract, including work in historic buildings:

Yes - Number of Projects _____
 No

5. Capacity & Capability to Perform the Work

Total number of current employees:

Project Managers _____ Estimators _____ Superintendents _____

Forepersons _____ Tradespeople _____ Administration _____ Other _____

Does your firm have the immediate capacity to perform the work required for this project?

Yes

No

6. Surety

Firm's current surety company: _____

Will this surety company be used for the construction contract for this project?

Yes

No; if no attach explanation.

Agent's Contact Name: _____ Telephone: _____

Years utilizing this surety: _____ Maximum Capacity: _____

Aggregate Total of current surety in force: _____

Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes

No; if no, attach explanation

Has your firm failed to complete any work awarded to it in the past five (5) years?

Yes; if yes attach explanation

No

Has your firm used other surety companies since 2007?

Yes; if yes, list below

No

Surety Company

Contact

Surety Company

Contact

Is your firm able to obtain bonding in the amounts that will be required by the conditions of the contract?

Provide a notarized declaration from the surety identified above stating the amount of bonding capacity available to your firm for this project and include statement with Price Proposal.

Yes

No; if no attach explanation

7. Insurance & Claims History

Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

- Yes
- No; if no attach explanation

Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity?

- Yes
- No; if not attach explanation

Can your firm provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

- Yes
- No; if not attach explanation

Provide a notarized declaration from an insurance carrier stating that the firm is able to obtain insurance in the limits stated in the RFP and include with Proposal, Please included in Technical proposal.

8. Project Scheduling

Does your firm use critical path method scheduling software (e.g. MS Projects, Primavera Project Planner P3, P6, or SureTrak)?

- Yes, which one _____.
- No

If YES, list the software applications used:

Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met? If YES, please indicate the project.

- Yes
- No

(1) Project: _____

Reason for Delay: _____

(2) Project: _____

Reason for Delay: _____

Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years?

- Yes
- No

If YES, please list projects

(1) Project: _____ Amount \$ _____

Reason for assessment _____

(2) Project: _____ Amount \$ _____

Reason for assessment _____

9. NM Public Works Minimum Wage Act Violations

Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?
(Submit affidavit with cost proposal.)

- Yes
 No

Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?

- Yes
 No; if no provide explanation

The undersigned certifies that all the qualifications information submitted with this form are true and correct.

Name and Title

Firm Name

Signature

Address

Email

City / State / Zip Code

Telephone Number

Fax Number

**STATEMENT OF QUALIFICATIONS FOR GENERAL CONTRACTORS THIS FORM MUST BE COMPLETED
AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

SCHEDULE A to Appendix 6 - GENERAL CONTRACTORS STATEMENT OF QUALIFICATIONS (Per Paragraph 3.a. "EXPERIENCE" / Complete one form for each project listed, minimum of 3, not more than 5)

PROJECT DESCRIPTION

Project Name: _____

Project Location: _____

Project Description: _____

Owner: _____

Name of Owner's Contact/Title: _____

Contact Phone No.: _____ Email: _____

Project Start Date: _____ Final Contract Duration: _____

Original Contract Sum: \$ _____ Original Contract Duration: _____

Final Contract Sum: \$ _____

Name of Project Manager: _____

Name of Superintendent: _____

PROJECT EXECUTION

Were Liquidated Damages assessed on this Project?

No

Yes Days _____ \$ _____

Percentage of Work Subcontracted: _____% Contract

Contract Delivery:

Competitive Bid Lump Sum

Negotiated Lump Sum

Guaranteed Maximum Price

Other; Describe:

Major Subcontractors:

Mechanical _____ Electrical: _____

Plumbing _____ Structural (if not self-performed) _____

Design Professional(s) _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

SCHEDULE B to Appendix 6 - GENERAL CONTRACTORS STATEMENT OF QUALIFICATIONS

Provide a complete list of key personnel and their work location(s). Proposals must include a description of experience, certifications, areas of special expertise, areas of competence in the work proposed for each employee, and the estimated percentage of time that will be assigned to the project.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

SCHEDULE C to Appendix 6 - GENERAL CONTRACTORS STATEMENT OF QUALIFICATIONS
"Projects Currently Under Contract"

PROJECT TITLE AND LOCATION	START DATE	PROJECTED COMPLETION DATE	COST

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

**SCHEDULE D to Appendix 6 - GENERAL CONTRACTORS STATEMENT OF QUALIFICATIONS
"Contractor's List of References"**

(1) Name: _____ Email: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(2) Name: _____ Email: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(3) Name: _____ Email: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(4) Name: _____ Email: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(5) Name: _____ Email: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

APPENDIX - 7
LIST OF SUBCONTRACTORS

The List of Subcontractors shall be fully executed and included within the Price Proposal and shall include all subcontractors performing work or labor or rendering service to the Contractor plus any and all sub-tier subcontractors performing work or labor or rendering service in or about the construction of the project no matter the amount. If the Subcontractor does not have an active Contractor Registration and the contract amount is \$60,000 or greater the subcontractor will be required to register via requirement NMSA 1978, Section 13-4-10.

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

Company Name: _____ CID License _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email Address _____
1st Tier: _____ Work to Be Performed _____
2nd Tier__ (To Whom) _____ FEIN _____
3rd Tier__ (To Whom) _____ Amount: _____

APPENDIX 8 - STATEMENT OF QUALIFICATIONS FOR SUBCONTRACTORS

1. Offeror Information:

Name: _____

Address: _____

Principal Office: _____

Corporation Partnership Sole Proprietorship Joint Venture Other

How many years has your organization been in business as a Contractor?

How many years has your organization been in business under its present name?

Under what other or former names has your organization operated?

Has your firm or any officer of your firm been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

Yes; if yes, please explain:

No

2. Licensing

Name of license holder or qualifying party exactly as it is on file with the State of New Mexico Construction Industries Division (NMCID): _____

License Number(s) and Classification(s): _____

Issue Date: _____ Expiration Date: _____

In the last five (5) years, has any employee or entity filed a complaint against your firm with NMCID, or with the appropriate licensing agency in any other state?

Yes; free of suspension or revocation

No; if no attach explanation

Does your firm hold all applicable business licenses required by the State of New Mexico?

License Number: _____ Jurisdiction: _____

Name of business license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____

Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

Yes

No; attach explanation

3. Experience

Has your firm completed one (1) or more project(s) of similar type and complexity, including work in historic buildings, as the proposed project in the past five (5) years? Complete Schedule B for five (5) projects listed below:

Yes; number of projects: _____
 No

Project 1 Name: _____

Project 2 Name: _____

Project 3 Name: _____

Project 4 Name: _____

Project 5 Name: _____

State the average annual dollar amount of general construction work performed during the past five (5) years: \$_____

List major construction projects, also on Schedule A, firm has in progress; provide the name of the project, owner, architect, contract amount, percent of completion, scheduled completion date and a general scope of work.

List the categories of work that your organization typically performs with its own forces.

Has your firm failed to complete a project in the past five (5) years?
 Yes; if yes, please explain:
 No

Has your firm declared a default on a project in the past five (5) years?
 Yes; if yes, provide explanation:
 No

Has your firm been assessed liquidated damages on a job in the past five (5) years?
 Yes; if yes, provide explanation
 No

Has your firm ever had insurance terminated by a carrier in the past five (5) years?
 Yes; if yes, please explain:
 No

4. Key Personnel Experience

Project Manager/Superintendent qualifications and experience?

How many years of experience in the construction industry?
Number of Years: _____

Experience on one (1) or more construction projects similar in complexity to the work of this contract, including work in historic buildings:
 Yes - Number of Projects _____
 No

5. NM Public Works Minimum Wage Act Violations

Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects? Submit affidavit with Price Proposal.

Yes

No

Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?

Yes

No; if no provide explanation

The undersigned certifies that all the qualifications information submitted with this form are true and correct.

Name and Title

Firm Name

Signature

Address

Email

City / State / Zip Code

Telephone Number

Fax Number

**End of APPENDIX 8
STATEMENT OF QUALIFICATIONS FOR SUBCONTRACTORS**

APPENDIX 9
PROTEST PROCEDURES

Protests concerning this proposal can be filed as per Las Cruces Municipal Code Section 24-286 and 2 CFR 200. A protestor must exhaust all administrative remedies with the City before pursuing protest with a Federal agency. Reviews of protests by the Federal agency will be limited to:

1. Violations of the City's protest procedures for failure to review a complaint or protests.
2. Violations of Federal law or regulations and the standards of 2 CFR 200

Protests received by a Federal agency other than those specified above will be referred to the City.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

CONFLICTS OF INTEREST

Based in part on federal regulations (24 CFR 570.611 & 2 CFR 200.318) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

(a) The grantee’s or subgrantee’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements.

(b) Grantees and subgrantee’s may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee’s and sub grantee’s officers, employees, or agents or by Proposers or their agents.

(c) The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its proposers or their subproposers shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect.

1. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

BREACHES AND DISPUTE RESOLUTION

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Remainder of this Certification is continued on the next page.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

**CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**

(1) The Prime Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

BIDDER'S CERTIFICATION OF ENERGY CONSERVATION
AIR QUALITY AND CLEAN WATER COMPLIANCE

Company/Organization Name: _____

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above-named Contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Report any violation of these requirements by a sub recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to HUD and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by HUD.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

31 U.S.C. 1352; 49 CFR Part 19; & 49 CFR Part 20

I, _____, hereby certify on behalf of _____, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such sub-recipients 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.C. As required by 49 CFR part 20, "New Restrictions on Lobbying," I will disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on my behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 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.

Executed this _____ day of _____, of 20__.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

RETENTION AND INSPECTION OF RECORDS

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

B. The Proposer agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above, "“Subcontract,” as used in this clause, excludes purchase orders not exceeding \$10,000.

The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals, litigation or settlement of claims arising from the performance of the contract to which the HA (the City), HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

ACCESS TO RECORDS

The Contractor agrees to provide the Purchaser, the HUD Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference by the Master Agreement between the City and HUD, as they may be amended or promulgated from time to time during the term of the contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

COPYRIGHTS AND RIGHTS IN DATA

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

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City of Las Cruces and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Las Cruces, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

The Contractor acknowledges and agrees that:

(1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.

(2) If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED NSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are 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 recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as 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 of Transportation (DOT) 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 erroneous 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.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HUD.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," 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 prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Procurement or Nonprocurement Programs.
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 covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the Federal Government, the DOT may pursue available remedies, including suspension and/or debarment.

PRIVACY ACT

The Proposer agrees to comply with all applicable terms in the Privacy Act of 1974; will notify the government when the Proposer anticipates operating a system of records on behalf of the government in order to implement the bid if such system contains information about individuals retrievable by the individual's name or other identifier; and will include in any subcontract the Privacy Act notifications above.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

TERMINATION

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. Termination for Convenience (General Provision) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

b. Opportunity to Cure (General Provision) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

c. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

STATE AND LOCAL LAW DISCLAIMER

Flow Down - The Disclaimer has unlimited flow down.

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112;
42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630; & 41 CFR Parts 60 et seq.**

Flow Down - The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by HUD, modified only if necessary to identify the affected parties.

The Remainder Of This Page Intentionally Left Blank

AGE DISCRIMINATION ACT

The Contractor shall comply with all the requirements of the Age Discrimination Act of 1975 42 U.S.C. 6101 et seq. or with respect to otherwise qualified handicapped persons as provided in section 504 of The Rehabilitation Act of 1973 29 U.S. C. 794.

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

COPELAND "ANTI-KICKBACK"

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair)

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

DAVIS-BACON ACT

Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

Company Name: _____

Title of Person Authorized to Sign this Form: _____

Date: _____

Signature: _____

The Remainder Of This Page Intentionally Left Blank

I.

APPENDIX 10
CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Las Cruces and the U.S. Department of Housing and Urban Development (HUD) in awarding this contract. If it is later determined that the Contractor/Subcontractor knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the City's Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The Contractor/Subcontractor will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

- 1. The Contractor/Subcontractor certifies that it will provide a drug-free workplace by:**
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor/Subcontractor policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Making it a requirement that each employee be engaged in the performance of the grant is given a copy of the statement required by paragraph "A."
 - D. Notifying the employee in the statement required by paragraph "A" that, as a condition of employment under the Grant, the employee would:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

- E. Notify the City's Community Development Department and/or HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 - F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).
2. The Contractor/Subcontractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Grant funds (including street address, city, county, state, zip code and total estimated number of employees). The Sub-recipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Agreement, it shall notify the City's Community Development Department and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS

Name of Contractor/Subcontractor:

Project Name:

Date: _____

The Contractor/Subcontractor shall insert in the space provided below the site(s) expected to be used for the performance of work under the Grant covered by the certification:

Place of Performance (includes street address, city, county, state, zip code for each site):

Check ____ if there are work places on file that are not identified here.

ATTEST:

By: _____

Date

By: _____

Date

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CLAUSE FOR
CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out this Agreement, the Contractors and Subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, national origin, ancestry, sex, sexual preference, gender identity, physical or mental handicap or serious medical condition, or status with regard to public assistance. The Contractor/Subcontractor shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices shall include, but not be limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor/Subcontractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor that it is an Equal Opportunity or Affirmative Action employer.

ATTEST:

By: _____ **Date** _____

By: _____ **Date** _____

**APPENDIX 11
EMPLOYMENT NEEDS FOR
SECTION 3 ELIGIBLE CONTRACTS
WITH THE
CITY OF LAS CRUCES**

Name of Business: _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Procurement/Bid/Project Number: _____

Procurement/Bid/Project Name: _____

How many current employees are expected to work on this contract?

_____ Full-time (F/T) _____ Part-time (P/T)

How many additional full-time employees does the contractor plan on hiring for this contract?

No. of anticipated full-time positions:

Position Type	Number of Anticipated Positions to be Hired		
	Regular Full-time	Temp Full-time	Seasonal Full-time
Laborers			
Apprentices			
Journeyman			
Licensed Trade			
Professionals			
Administrative/ Clerical			

ATTEST:

By: _____ Date: _____

Name of Organization: _____

Federal Labor Standards Provisions

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

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 I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (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 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 of 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 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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 only 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 he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

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

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

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

C. Health and Safety. The provisions of this paragraph C are applicable only 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, 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 subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX 13

"General Decision Number: NM20210045 03/12/2021

Superseded General Decision Number: NM20200045

State: New Mexico

Construction Type: Building
 BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Dona Ana County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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
1	01/15/2021
2	02/26/2021
3	03/12/2021

* ASBE0076-008 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.44	11.73

 CARP1245-006 06/01/2018

	Rates	Fringes
Carpenter Excludes Drywall Hanging....	\$ 24.08	10.79

 PLUM0412-015 01/01/2021

	Rates	Fringes
PIPEFITTER.....	\$ 34.65	13.70

PLUM0412-018 01/01/2021

	Rates	Fringes
PLUMBER.....	\$ 34.65	13.70

SHEE0049-005 01/01/2021

	Rates	Fringes
Sheet Metal Worker (Includes HVAC Duct Installation).....	\$ 33.38	15.62

SUNM2016-002 09/26/2018

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 19.64	6.20
CEMENT MASON/CONCRETE FINISHER...\$	18.93	5.85
ELECTRICIAN.....\$	29.26	8.98
IRONWORKER, STRUCTURAL.....\$	28.00	8.21
LABORER: Common or General.....\$	16.49	4.54
LABORER: Mason Tender - Cement/Concrete.....\$	17.60	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	25.73	4.51
PAINTER (Brush and Roller).....\$	16.60	3.88
PAINTER: Spray.....\$	16.51	2.14

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

=====
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.

=====

APPENDIX 14

SECTION 3 CLAUSE – SUBRECIPIENTS AND CONTRACTORS

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

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

- G. In order for a Contractor to be given a “preference in bidding”, per the regulations in 24 CFR part 135, they must achieve this certification no later than 4:30PM on last business day BEFORE the bid opening.

ATTEST:

By: _____ **Date:** _____

By: _____ **Date:** _____