



NOTICE TO PROPONENTS

The City Clerk of the City of Wyoming ("City") will receive bids for **the preparation of a Master Plan for the City of Wyoming, Michigan**. Specifications and the bid proposal form are included herein.

BID DUE: 11:00 A.M.; Tuesday, October 23, 2018

Wyoming City Clerk's Office
1155 28th Street SW
P.O. Box 905
Wyoming, Michigan 49509-0905

All bids/proposals are to be in sealed envelopes and plainly marked:

"PROPOSAL FOR CITY OF WYOMING MASTER PLAN "

Any bid/proposal received after the above specified due date and time will not be considered and will be returned to the bidder.

Technical questions regarding the specifications may be directed to: Nicole Hofert, City Planner by e-mail to hofertn@wyomingmi.gov. Contact the Purchasing Department for questions about the Standard Terms and Conditions at pur_info@wyomingmi.gov (Monday-Thursday, 7:00 AM – 5:00 PM).

STANDARD TERMS AND CONDITIONS

1. **ADDENDUMS AND CHANGES TO BID DOCUMENTS:** Each change or addendum issued in relation to the bid document will be on file in the office of the Purchasing Department. In addition, copies will be posted to the City of Wyoming website www.wyomingmi.gov. It shall be the Proponent's responsibility to make inquiry as to the changes or addendum issued. All such changes or addendum shall become part of the specifications and all Bidders shall be bound by such changes or addendum. Information on all changes or addendums issued will also be available at the City's Purchasing Department, 1155 28th Street, SW, Wyoming, Michigan 49509.
2. **ASSIGNMENT:** No right or duty in whole or in part of the proponent/contractor under this contract/agreement may be assigned or delegated without the prior written consent of the City. The awarded bid shall be binding upon the heirs, successors and assigns of the parties hereto, but shall not be assignable without the approval of the City.
3. **AWARD-ACCEPTANCE-REJECTION:** The contract will be awarded and a professional services contract, in a form acceptable to the City Attorney entered into with to the successful proponent/contractor within approximately 60 days of bid opening date. All bid prices are to be firm for one year from date of award of bid and/or until project completion unless stated otherwise herein.
4. The City reserves the right to accept or reject all or any proposals, any item in the proposal, waive any informalities or nonconformities in any proposal, negotiate with one or more selected proponents, and award the project in any manner deemed to be in the best interest of the City.
5. **APPLICABLE LAWS AND REGULATIONS:**
 - a. **DEBARMENT AND SUSPENSION:** The bidder/contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or have a civil judgement rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract/agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

All contractors and subcontractors must be cleared through the HUD listing for debarred and suspended participants for any CDBG, Federal and/or State Funded Projects.
 - b. **FEDERAL EXCLUDED PARTIES LIST:** The bidder acknowledges that the City may be receiving funds from or through the Federal Government and such funds may not be used to pay any respondent on the Federal Excluded Parties List (EPLS). The respondent represents and warrants to the City that it is not on the Federal EPLS. If the bidder/contractor is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the bidder shall be in breach and the City shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the bidder/contractor, all consequential damages (including the loss of grant funding or the requirement that grant funding is returned), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of the bidder/contractors non-compliance with this warranty and presentation.

6. **CONFLICTS AND ETHICS:** Bidder/contractor and bidder's/contractor's employees will uphold high ethical standards and are prohibited from: (a) holding or acquiring an interest that would conflict with this Contract/agreement; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the contract/agreement; (c) attempting to influence or appearing to influence any City employee or official by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for bidder/contractor, any consideration contingent upon the award of the Contract/agreement. Bidder/contractor must immediately notify the State of any violation or potential violation of these standards. This applies to the vendor, contractor, any parent, affiliate, or subsidiary organization of contractor, and any subcontractor that performs activities in connection with these specifications.

The City Charter and City Code require that purchasing from any business owner related to an elected official of the City requires Council approval. The conflict of interest shall apply to the City Council and all boards and commissions of the City of Wyoming. Conflict of interest shall be defined as any issue upon which a member or any member of his immediate family (defined as spouse, parent, child, grandchild, or sibling) has a potential financial interest or benefit. The City will follow all federal conflict of interest guidelines relative to procurement, as cited in the OMB Guidance Section 200.318 General Procurement Standards.

7. **BACKGROUND CHECKS:** At the discretion of the City, the proponent/contractor shall perform background checks on all employees and subcontractors and subcontractors' employees prior to the start of the contract/agreement. Documentation must be provided to the City as requested. The proponent/contractor is responsible for all costs associated with the background checks. The City, in its sole discretion, may also perform background checks, if it chooses to do so, the proponent/contractor shall submit such information as requested and otherwise cooperate with the background check.
8. **DEFAULT PROVISIONS:** In case of default by the proponent/contractor, the City may procure the articles or services from other sources and hold the proponent/contractor responsible for any excess costs occasioned by the default.
9. **DELIVERY:** Failure of the proponent/contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the proponent/contractor liable for all costs in excess of the proposal price(s) when alternate procurement is necessary. Excess costs shall include administrative costs. All proposal prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified herein and included in the proposal pricing unless otherwise specified in the proposal or expressly stated in the proponent's proposal.
10. **DEVIATIONS AND EXCEPTIONS:** Any deviations or variations from the specifications contained herein shall be noted in a cover letter entitled "Exceptions to the Proposal Specifications", which shall be attached to and submitted with the proposal.
11. **SAMPLES:** The City reserves the right to request samples. The bidder shall provide samples as requested to the City at the bidder/contractors own expense within ten (10) days of bid opening. Samples will not be returned.
12. **SIGNATURE:** Each proposal/bid and bid surety form (if required) must be signed by the bidder/contractor with his/her usual signature. All signatures should be in full.
13. Bids by partnership must be signed by one or more of the partners in the following manner: *"John Jones and James Smith, D.B.A., Smith-Jones Company, by John Jones, a partner"*.
14. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind the corporation together with a copy of the corporate authorization for that person to sign.
15. **WITHDRAWAL OF PROPOSAL:** In instances where the proponent can clearly demonstrate an error in their bid submission they may be allowed to withdraw their bid prior to award of bid. Any request to withdraw a bid shall be in writing and delivered to the City's Purchasing Department prior to award of bid.
16. **CANCELLATION:** The City reserves the right to cancel any bid, order, and/or contract/agreement in whole or in part without penalty due to failure of the bidder/contractor to comply with the specifications.
17. The **CITY CONTRACT STANDARD TERMS AND CONDITIONS** attached to this Invitation for Proposals shall apply to all proposals and the ensuing City contract.

INSTRUCTIONS TO PROPONENTS

1. All proponents shall familiarize themselves with the work and conditions prior to submitting any proposal to ensure the fulfillment of the intent of the proposal and contract documents.
2. Inquiries regarding the proposal may be made to Nicole Hofert, City Planner by email at hofertn@wyomingmi.gov. Respondents should submit questions and/or clarifications to the City of Wyoming no later than 5:00 p.m. on Friday, October 5, 2018. Answers to the questions will be posted by Wednesday, October 10, 2018 on the city's website.
3. All proponents must use the proposal forms and format provided and described herein. To receive consideration all proposals, must be received by the City Clerk's office prior to the specified time of the opening. Specifications and plans referred in this proposal document are for reference only and need not be returned with the proposal.
4. All proponents shall furnish all labor, equipment, materials as described herein. All proponents must sign and return all forms included with this this invitation to submit a bid.
5. To receive consideration all proposals submitted must be:
 - a. Bound, double-sided and printed in color. There is no page limit or specified font for the proposal submittal.
 - b. Proposals having any erasure or corrections may be rejected unless explained or noted over the erasure or correction and initialed by the proponent.
 - c. Delivered in sealed envelopes plainly marked "**City of Wyoming Master Plan**"
6. Proposals must be received by the City Clerk's Office located in the Wyoming City Hall, 1155 – 28th Street SW, P.O. Box 905, Wyoming, MI 49509-0905 by 11:00 A.M., Tuesday, October 23, 2018.
7. Proposals received will be publicly opened and read immediately following the receiving date/time specified above.

PROPOSAL SPECIFICATIONS

Section 1: Introduction

The City of Wyoming is seeking the services of a consultant firm/team with city planning experience. Proponents should have broad experience in conditions assessment, planning, land use plans, urban design, infrastructure, transportation, housing studies and plans, resident and stakeholder involvement, economic development, and implementation.

This is a Request for Proposals (“RFP”) containing information concerning the above-referenced matter, an abbreviated scope of work, and evaluation items. Firms expressing interest should be fully capable of providing the end results requested.

Each firm’s experience and qualifications will be evaluated primarily as they relate to the firm’s ability to provide professional services for the development of the City of Wyoming’s 2018 Master Plan and the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment.

The City will make awards only to responsible firms possessing the ability to perform successfully under the terms and conditions of the procurement.

Section 2: Community Background

Approximately 24.5 square miles in size, the City of Wyoming is the most populous suburb of Grand Rapids, Michigan, located only 30 miles from the shores of Lake Michigan. Incorporated in 1959, it is generally bordered on the north by the City of Grand Rapids, on the south by 60th Street (Byron Township and Gains Township), on the East by Division Avenue (City of Kentwood), and on the west by the City of Grandville. As of 2017, Wyoming had an estimated population of 75,938 residents.

Wyoming is a vibrant community, with an expanding housing stock and a diverse business climate. With almost 700 acres of park and recreation space and miles of trails that connect Wyoming residents to the larger regional trail system, residents in Wyoming have plentiful options to engage with the outdoors.

In 2013 a Form Based Code was adopted to supplement the City’s zoning ordinance to help encourage the investment in and redevelopment of specified aging commercial corridors. Recently the city also adopted a vision statement that emphasizes a bold future as ***a diverse, strong, and authentic community where all individuals have the opportunity to thrive.***

Section 3: Scope of Work

Objective

The primary purpose of this project is to develop a Master Plan that will be used to guide future strategic decision making, inform investments and incentives, provide a platform to integrate plans from across the City and region, and provide a unified vision and goals for the future. The Master Plan is envisioned as both a physical plan and policy guide. It will serve as a framework for future planning documents as well as a policy guide for staff, developers, and decision makers regarding future growth and opportunities.

A primary component of the overall Master Plan deliverable is a separate companion product, the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment. Project teams should demonstrate ability to achieve both deliverables and are expected to integrate the findings on the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment into the larger Master Plan housing conversation.

Plan Components

The City of Wyoming has established the following plan components to serve as a general guide for the plan’s development. These components are envisioned to provide a foundation for the plan’s development and should be used to address challenges and opportunities facing Wyoming over the next 20 years. Consultant teams are encouraged to suggest creative or innovative additions or modifications to the plan components that enhance the overall deliverable. The creation of a future land use map and the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment are required components of this RFP.

The selected consultant is expected to use visualization techniques to graphically depict pertinent information for each component of the Plan, including but not limited to GIS mapping, photo simulations, illustrations and renderings.

The plan components are:

1. **Executive Summary Poster** – An executive summary poster is expected to be delivered that provides a high level summary of the Master Plan for easy reproduction and distribution to community members and future partners. The poster should be graphic in nature, incorporating key maps, illustrations, and graphics. A high level summary shall also be integrated into the Master Plan document to introduce readers to the key concepts.
2. **Community Profile** – A Community Profile is expected to be delivered that provides a comprehensive inventory of Wyoming’s existing conditions and assets. This document should also contextualize Wyoming’s historic role in the larger Grand Rapids Metropolitan region. It is envisioned as a standalone document that will be used to help inform the development of the Master Plan.
3. **Vision and Goals** – A community vision and supportive goals to achieve the vision should be developed with significant resident involvement to ensure a successful and long-term vision framework is established to guide future decision making.
4. **Future Land Use Map** - The development of a future land use map should update Wyoming’s land use projections through 2040. The impact of major development activities, such as the growth of the Metro Health Campus, Form Based Code developments along 28th Street, Division Avenue and Burton Street, and Site 36, would need to be considered. Additionally, land use recommendations should be crafted to help preserve Wyoming’s neighborhoods and enhance a sense of community character. The consultant team should consider parking requirements, aesthetic design guidelines, and the creation of centers or corridors as a means to create a sense of place and provide economic benefit to the community. Infill and corridor and center improvements should be presented to the public, City Staff, and City Council in order to evaluate different approaches and re-development scenarios.
5. **Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment** – The City of Wyoming has been an entitlement community for Community Development Block Grant (CDBG) and HOME funds since the inception of the program in 1974. The preparation of the Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment is to be completed in full compliance with HUD regulations 24 CFR 570.904(c).
 - a. Analysis to Impediments to Fair Housing
 - i. An examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing.
 - ii. A review of prior and current activities that propose fair housing, including an assessment of agencies currently providing fair housing programs in the area.
 - iii. An examination of private market issues that relate to the sale or rental of housing, the provisions of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
 - iv. An evaluation of public policies and practices which affect the provision of fair housing, including but not limited to, public services, planning and zoning laws and decisions, land use regulations, community development policies and practices, procedures and practices of the local public housing authority and property tax policies.
 - v. An identification of impediments to fair housing based on the above work as well as proposed methods of correction to address identified impediments. A listing of impediments in order of priority to assist the city in determining further action.
 - vi. Conclusions and recommendations for action, including recommended actions to overcome identified impediments to fair housing choice, milestones, timetables with measurable result.

b. Housing Needs Assessment

- i. Assess and map the condition of housing stock and land ownership within the city limits and determines the number of sales per year for owner-occupied housing.
 - ii. Identify vacant land and land ownership and determine vacant lots suitable for building residential units. Recommend the type of residential unit best suited for the specific location. Identify whether land is privately or publicly owned. Map the vacant land by ownership type and location within residential permitted zones.
 - iii. Assess local use and opportunity of employer assisted housing programs.
 - iv. Determine vacancy rates for rental housing and analyze rental rates and rental ranges in the community. Analyze sales of residential property within the last two years. Evaluate and present the results demonstrating absolute and relative increases in rental and sales prices.
 - v. Quantify housing needs for specific economic/population groups and compare and contrast actual incomes in the community with incomes required to obtain housing.
 - vi. Identify strategies and programs employed by communities that have comparable housing opportunities and issues as determined by the needs analysis.
6. **Community Elements** – Review existing city and regional efforts and plans to make recommendations as to best practices in the areas of: technology; transportation; infrastructure and municipal services; economic development; housing; resiliency and sustainability; neighborhood revitalization; and parks, trails and open space. Each element should contain a list of policies and goals to support the desired vision.
7. **Special Planning Areas** – Evaluate key planning areas in the city (including 28th Street, Burton Avenue, Division Avenue, Chicago Drive, Site 36, and The Metro Health Campus area) and make recommendations on implementation strategies and future studies or policies that may be required to plan for these areas through 2040. Recommendations should include ways to focus redevelopment in these areas, as well as strategies to incorporate placemaking and complete streets.
8. **Implementation** – Include recommendations for implementation strategies, including specific actions to achieve desired policy outcomes. Actions should address goals outlined in the Master Plan and provide a timeline and benchmarks for achievement. Recommendations on updates needed to Wyoming’s Zoning Code to achieve the desired vision and outcomes must be included in the final plan.

Community Engagement

The planning process should rely heavily on community engagement. A robust and comprehensive public outreach program should include multiple community workshops; outreach events; community surveys; and a dedicated project website. The proposed public outreach program should be creative, inclusive, and provide feedback that can be used to enhance the Master Plan. In addition to the development of a strong participatory planning process, the consultant team must demonstrate an ability to successfully utilize community feedback received in a constructive and timely manner.

The consultant team will also be responsible for working with a 20-30 member Steering Committee comprised of a diverse group of individuals who represent residents, businesses, organizations, agencies, committees, and commissions throughout Wyoming. Additionally, the consultant team will be required to make regular updates to the Planning Commission and City Council and to hold several work sessions with appropriate City staff members throughout the planning process.

Section 4: Deliverables

Required services will include but are not limited to:

- 100 double sided, colored copies of Executive Poster Plan, in a 24 by 36 format.
- 100 bound, colored copies of final Master Plan, in 8 ½ by 11 format. Consultant shall work with City staff to determine final orientation and layout of Master Plan document.

- 50 bound, colored copies of Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment report, in 8 ½ by 11 format.
- Maps and illustrations will be reproducible in 8 ½ by 11 or 11 by 17 format.
- Digital copy of final plans. Preferred format is Adobe InDesign.
- Deliverables shall be designed to be integrated into the City's website.

Products produced as part of the plan process, including but not limited to GIS layers, studies, documents, drawings, illustrations, renderings, etc., shall be the property of the City of Wyoming.

Section 5: Consultant Selection Criteria

Consultant Selection Criteria

The City of Wyoming will commission the services of a planning consultant firm or firms to assist with the development of a Master Plan and its incorporated Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment report to provide a framework and guidance for future development. The firm will work in conjunction with City Staff, Planning Commission, City Council, and a Steering Committee to support the development and implementation of the plan.

The City of Wyoming seeks a firm/consultant team with proven experience in developing Master Plans and Analysis of Impediments to Fair Housing Choice and Housing Needs Assessments.

Project Schedule

The final schedule for adoption will be determined during the negotiation of the professional services agreement, but the schedule for proposal submittal is as follows:

RFP Released	September 25, 2018
Pre-proposal Conference	October 3, 2018
Questions Due to the City	October 5, 2018 by 5:00pm
Responses Posted	October 10, 2018
Proposals due to the City	October 23, 2018 by 11:00am
Interviews	November 13,14,15, 2018
Contract Negotiations and Contract Award	Mid November/Early December 2018

Inquiries/Questions

Respondents should submit questions and/or clarifications to the City of Wyoming no later than 5:00 p.m. on Friday, October 5, 2018. Questions regarding the RFP should be directed to hofertn@wyomingmi.gov. Answers to the questions will be posted by Wednesday, October 10, 2018 at <http://ww2.wyomingmi.gov/Purchasing/BidDocs/RFPanswers.pdf>

For the complete RFP and submission requirements please go <https://www.wyomingmi.gov/Doing-Business-in-Wyoming/Purchasing/Bidding-Opportunities>. Proposals shall be accepted by the Wyoming City Clerk's Office located at City Hall, 1155 28th Street SW, PO Box 905, Wyoming, MI until 11:00 a.m. on Tuesday, October 23, 2018.

There will be a pre-proposal conference held on Wednesday, October 3, 2018 in the West Conference Room at City Hall, 1155 28th Street SW at 11:30 am. While not mandatory, proposers are encouraged to attend or send a representative.

Section 6: Consultant Selection Process

Evaluation of Qualifications

The criteria for evaluating the qualifications and selecting a consultant will include but not be limited to:

- The firm's specific approach to the project. Although the City has identified the general nature of services required, the consultant is encouraged to provide an innovative approach and methodology to provide the requested services.

- Capabilities and previous experience in comparable projects of this type and the specialized experience and technical competence of the consultant.
- Past record of performance on contracts with other governmental agencies, including such factors as quality of work, control of costs, and ability to meet established schedules.
- Capacity of the personnel to perform the work in a timely manner.
- Qualifications of individuals who will have direct involvement in tasks on this project.

The City of Wyoming reserves the right to request additional information from consultants submitting qualifications. The City reserves the right to reject any or all qualifications and the right, in its sole discretion, to accept the Qualifications it considers most favorable to the City's interest. The City further reserves the right to reject all qualifications and seek new qualifications when such procedure is deemed reasonable and in its best interest.

The City of Wyoming retains the right to reject any or all proposals and to re-solicit if deemed to be in the best interest of the City of Wyoming.

Selection of Consultant

The City of Wyoming will review responses to this RFP that meet the requirements enumerated and are received prior to the designated closing date.

Consultants may contract with sub-consultants on the Master Plan and Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment, but a lead consultant must be identified and must take responsibility of all the deliverables. The City reserves the right to request substitution of firms.

A response to this RFP should not be deemed to be construed as a contract or an indication of a commitment of any kind on the part of the City of Wyoming. Upon review of the response to this RFP, City staff will prepare a short list of consultants to interview.

A firm will be selected for recommendation to the City Council for the purpose of negotiating contract terms, including a fair and reasonable price. Additional copies of the response to this RFP may be required for presentation to the City Council. If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider and attempt to negotiate with that firm.

The most important evaluation emphasis will be placed upon the approach of the consultant team, the public participation approach and the project team assigned to the job. Illustrative and narrative material describing previous work of the proposed team is required. At the proposer's request, any extra material, if available, will be returned at the completion of the review process, at their expense.

The following information must be submitted with the proposal on the date indicated above:

1. **Project Scope and Approach** – A detailed scope and examples of firm's approach to each of the plan components outlined previously. The firm should feel free to make additional recommendations of creative or innovative scope elements not outlined in this RFP.
2. **Public Participation Approach** – A summary approach outlining the firm's public outreach plan and objectives. The summary should include examples of past successful public outreach efforts and provide an example of a typical meeting window schedule.
3. **Project Team Experience and Qualifications** - A statement of the firm's qualifications to perform the work and years in business. The statement should include the following:
 - a. The general experience of the firm. Please give the location of your firm office, number of years in business and experience with similar projects completed.
 - b. The specific experience of the proposed personnel in the fields that the proposed services are requested, their qualifications, years of experience, professional certifications and availability to perform the work and services to be provided. Sub-consultants should be included.
4. **Past Project Experience** - The firm shall provide five similar example projects completed within the past five years. Each project presented may not be longer than two pages and must include contact information. Completed project documents should be provided on a flash drive.

5. **Project Schedule** – A detailed schedule that outlines key deliverables must be included.
6. **Project Budget**- A summary budget must be provided that assigns costs to all scope components.

A ranking criterion will be used to help evaluate consultant team’s abilities to meet the desired project outcomes. Consultant teams will be assessed as follows:

<u>Areas Ranked</u>	<u>Possible Points</u>
Project Scope and Approach	30
Public Participation Approach	25
Project Team Experience and Qualifications	20
Past Project Experience	10
Project Schedule	15
	Total: 100

Scores shall be used as a guide to the selection review committee only. Final determination of recommendation shall be at the discretion of the selection review committee.

Minimum Content of Proposal

The consultant team should submit 6 bound colored proposals that at a minimum contain the following elements:

- Cover Letter
- Table of Contents
- Executive Summary
- Project Approach
- Public Participation Approach
- Experience of Project Team with same or similar Planning Experience
- Organization Chart
- Anticipated Schedule
- Project Budget
- References (Minimum of 3)
- Proof of Insurance
- A signed Bid Proposal Form

A USB flash drive is also required with materials from similar project examples and a copy of the submitted proposal in a pdf format.

ADDITIONAL PROPOSAL SPECIFICATIONS

1. In submitting a bid/proposal, the proponent accepts full responsibility for the proponent's conclusions relative to the nature and probably difficulties of performing the work specified, and no additional payments will be made by the City of unanticipated difficulties encountered in performing the actual work.
2. Prior to submitting a proposal, each proponent shall review the required proposal materials as well as the proposal specifications, so as to arrive at a clear understanding of the work to be performed, and be familiar with any conditions which may affect the carrying out of the work to be performed.
3. A pre-proposal meeting to discuss the RFP and deliverables will be held at 11:30 AM, Wednesday, October 3, 2018. All interested bidders will meet at the West Conference Room located at City Hall, 1155 28th Street SW, Wyoming, MI 49509.
4. Proposed project milestones, dates for providing deliverables, and payment dates and terms shall be included in the proposal.



BID PROPOSAL FORM

State proposal prices as per the specifications included herein. Proposal price shall include all delivery charges.

\$ _____

TERMS _____

COMPANY _____

STREET ADDRESS _____ PO BOX _____

CITY _____ STATE _____ ZIP CODE _____

BUSINESS PHONE _____ CELL PHONE _____ EMAIL ADDRESS (REQUIRED) _____

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all contracts to which the City of Wyoming (the "City") is a party ("City Contracts") unless they are expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Contractor") complies with and agrees to comply with these Standard Terms and Conditions.

2. **Legal Compliance.** Contractor shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Permits and Inspections.** Unless the City Contract or the Proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the work under the City Contract and shall furnish copies of those licenses and permits to the City prior to commencing work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents he/she/it has reviewed the grant agreement and (ii) agrees to comply with any terms and conditions of the grant agreement that are applicable to the City Contract.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor its principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have not within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have not within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor is not on and remain off the Federal Excluded Parties List ("EPLS"). If Contractor is on the EPLS when signing

or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Contractor, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Contractor nor any subcontractor is an "Iran linked business" under the Michigan Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Contractor and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9.** Contractor and all its subcontractors shall, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copy, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. All materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

12. Taxes. The City is generally exempt from federal and state taxes. A copy of the Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Contractor shall remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and to cleanup and remove of all debris resulting from the work. All disposal shall comply with applicable laws, rules and regulations and Contractor shall retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Contractor shall restore, without expense to the City, any property damaged during or as a result of any work under the City Contract to a condition similar to and equal to that existing before such damage. If Contractor fails to make such repairs or restorations, the City may, after 48 hours' notice to Contractor, make such repairs or restorations, and deduct the cost the City incurs to do so from any amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer or any items provided or installed under the City Contract, and shall ensure any warranties for such items are held by or assigned to the City.

16. Risk Allocation. Contractor is solely responsible for (i) the means and methods of the work and services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its work under and performance of the City Contract. Contractor shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under or performance of the City Contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's work under or performance of the City Contract.

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies)
ADDITIONAL INSUREDS
General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City, all elected and appointed officials, all employees and volunteers, agents, of the City and all the City's boards, commissions. By naming the City as additional insured, coverage afforded is to be primary and any other insurance the City may have shall be secondary and/or excess.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, the items supplied or used in performance of the City Contract, and all work under the City Contract for at least 5 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Contractor under the City Contract may be assigned or delegated without the City's prior written consent of the City and (ii) no other persons or parties are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Contractor is wholly independent of the City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

ACKNOWLEDGEMENT

Contractor acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Contractor complies with and will comply with them.

Signature

Printed Name and Title of Person Signing

Printed Name of Contractor

Date signed: _____

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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