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**HIGHLAND RESIDENTIAL  
LIMITED PARTNERSHIP**

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**REQUEST FOR QUOTE NO.**

**HRLP 24-2017**

**ISSUE DATE: February 24, 2017    CLOSING DATE: March 3, 2017**

**CAPTION: MOVING SERVICES**

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## **INTRODUCTION**

Highland Residential, LP, is a District of Columbia limited partnership and an affiliate of the District of Columbia Housing Authority (DCHA). DCHA owns and operates over 7,000 public housing units in the District of Columbia and provides public housing operating assistance to more than 1000 additional rental units in the District of Columbia. DCHA also contracts over 10,000 private units through its Housing Choice Voucher Program. DCHA has embarked on an ambitious program of development and redevelopment to create economically diverse communities and neighborhoods. DCHA is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace.

Highland Residential LP was established in order to undertake the financing and redevelopment of the 208-unit development known as "Highland Dwellings" (the "Property"), Highland Residential LP is referred to in this solicitation ("RFP") as the "Owner" or the "Issuer". The Owner is undertaking a substantial rehabilitation of the Property and developing a new 24 unit multifamily building. Construction will be conducted in phases throughout the site and will include occupied units (to be renovated), unoccupied buildings, and vacant renovated buildings, in various stages of completion.

Highland Residential LP is seeking professional Relocation Services to be provided during phased construction until completion.

## **BACKGROUND**

Highland Residential LP invites qualified companies herein after referred to as a "contractor or vendor" to submit proposals for comprehensive quality professional Moving Services for Highland Dwellings Residents in response to this solicitation. The Highland Dwellings is a 208- unit development located in SE Washington DC. Services may include but are not limited to comprehensive Relocation Services to include moving residents from existing Highland Dwelling row/townhouses to newly redeveloped townhomes located at Highland Dwellings or apartments or townhomes located at various DCHA properties, storage, and the various relocation services that are required to support DCHA residents during the relocation.

## **SCOPE OF SERVICES**

The contractor shall furnish the labor, equipment and other materials necessary for providing professional moving services for families during the occupancy of apartments owned and managed by DCHA and their subsidiaries.

Provide safe, neat, efficient and professional moving services for personal property of DCHA families. This includes safe transport of personal possessions prepared for transport. Property shall be properly prepared for transport using the necessary equipment and materials such as wrapping paper, bubble wrap, padded blankets, etc.,

transported in vehicles designed for movement of household goods with the appropriate equipment such as dollies and other apparatuses. Contractor shall provide all work in accordance with the following specifications:

- Move families to units located at various DCHA Properties.
- Move families from units at various DCHA Properties.
- Provide moving services for units located in townhomes, in walk-up; mid; and high-rise apartments on all floors.
- Provide moving services for families relocating from public housing units, or privately owned units within the metropolitan area.
- Provide moving services for bedroom sizes comprised of one- bedroom units up to six-bedroom units.
- Provide packing materials (boxes, tape, etc.), and deliver to the family home(s) or locations designated by DCHA such as a management office, in advance of the move.
- Assist the families by packing for them if deemed necessary by DCHA.
- Disassemble and reassemble furniture items such as beds, bookshelves, entertainment centers, tables, cable connections and other items if needed.
- Provide documentation of the move, including a walk-through of the unit the family is moving from, inspection of the items to be moved, noting any issues that may affect the moves, such as items needing special handling. Notify the family in writing of any unusual items the contractor cannot guarantee safe transport for items such as antique or extremely fragile items, or items that cannot be reassembled properly. As necessary, Contractor shall photograph such items, or describe the items in detail in writing. The contractor may move any items added by the family after the inspection at the mover's own risk.
- For security measures, Contractor's employees shall wear uniforms, carry company Identification badges or provide other means, acceptable to the Authority that identifies authorized employers or subcontractor personnel at all times while working on DCHA properties or those of its subsidiaries.
- Contractor shall provide an onsite supervisor during all moves. Supervisor shall provide oversight of personnel, labor, materials, tools, equipment, vehicles, and transportation during residential household throughout the scheduled move.
- Maintain a written inventory and tracking system of goods moved for each family to be included with the invoice.
- Contractor shall maintain required licenses and insurance coverage for moving services throughout the term of contracted services.

### **CONTRACTOR WALK-THROUGH**

Contractors shall perform a walk-thru of the unit to establish the following:

- Familiarity of the unit and its surroundings.
- Address any safety issues or resident special needs
- Determination of services needed (i.e. move only or full service)
- Estimated need of packing material
- Moving date and time
- Resident involvement in the moving process

- Provide a quote for the moving services requested
- Contractor shall prepare quote for service based upon the job requirements. Quotes shall be detailed by building address, type, number of bedrooms, cost of packing materials, and additional services as applicable to include packing and unpacking.

### **MOVING SERVICES ONLY**

DCHA Relocation Coordinator or designee will contact Contractor to coordinate and schedule Residential moving services. Some residents may prefer to pack and unpack their own goods for relocation. If packing materials are required as part of the moving services, DCHA will identify when scheduling. Upon request, Contractor shall deliver packing materials to the household prior to the scheduled move. If the resident is not at home, the Contractor shall leave notification on the door.

### **FULL SERVICE (PACKING, MOVING AND UNPACKING SERVICES)**

Contractor shall provide packing, moving and unpacking services to include:

- Breaking down and setting up of beds, headboards, dressers and mirrors
- Packing and unpacking of dry food goods
- Appliance hook-ups such as washers and dryers
- Contractor shall complete scheduled services within two days or less.

### **SPECIAL CONDITIONS**

- DCHA will call to set up the moves, provide relocation information for family, and arrange for service requests and logistics for when the moves can be scheduled.
- Contractor will provide a schedule and quote for each move.
- DCHA will coordinate group moves as Project(s) by Location, whenever possible.
- DCHA will work with Contractor to organize logistics and improve efficiency.
- DCHA will provide the following a minimum of seven (7) days prior to notify Contractor of requested moving services:
  - a) Current Address
  - b) New Address
  - c) Building Type (Apartment {Walk-up; Mid; or High Rise},Townhouse)
  - d) Number of moves
  - e) Breakdown by Bedroom types
  - f) Additional Service Requests (packing and/or unpacking services, furniture disassembly and reassembly)
- Additional hours or charges must be approved by the Relocation Coordinator or designee
- Contractor shall provide company licensure and insurance prior to contract award.
- Contractor shall produce documentation showing service time upon request.
- Respond to any damage claims from the resident in writing; provide document of the processing of each damage claim within ten (10) days of the residents claim.
- DCHA may request services for weekend and/or holidays under Special Conditions.

- **If weekend or holiday services are unavailable, specify as “N/A or Non Applicable” on Exhibit 1 DCHA Moving Services Schedule of Prices.**

## **QUALIFICATIONS**

- The Contractor must have experience in providing professional moving services to clients.
- The Contractor must have staffing capacity to respond to moves on short notice.
- The Contractor has been in business as a dedicated moving company for a minimum of two (2) years.
- The contractor shall have an adequate number of trained relocation/moving specialists readily available specifically with the ability to move a minimum of two (2) units per day.
- Movers must have the ability to lift heavy items safely and effectively for loading and transport and able to properly operate moving equipment.

## **MANNER OF AWARD**

Award, if made, will be to the most responsive, responsible bidder quoting the lowest price.

DCHA may establish multiple awards if it is in the best interest of the Authority to do so.

## **TERM OF AWARD**

The period of performance the contract shall be for five (5) years.

## **TYPE OF CONTRACT**

This is an Indefinite Delivery Indefinite Quantity (IDIQ) Contract with Firm Fixed Unit Pricing for the supplies and services specified.

## **OPTION TO EXTEND THE TERM OF THE CONTRACT – (RESERVED)**

1. Option Period  
DCHA may extend the term of the contract for up to one (1) option year.
2. Option to Extend the Term of the Contract
  - a. DCHA may extend the term of the contract, or any fraction thereof, by written notice to the Contractor/Consultant before the expiration of the contract. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
  - b. The hourly rate for the option period and any subsequent extensions shall be specified in the contract.
  - c. If DCHA exercises the option to extend the contract, such contract shall be modified and executed by DCHA and Contractor/Consultant. A copy of the same will be provided to the affected Contractor/Consultant.
  - d. The total duration of the contract, including the exercise of any option there under, shall not exceed five (5) years.

## CERTIFICATE OF INSURANCE

Contractor, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by Contractor in this section shall set forth the District of Columbia Housing Authority as an additional insured

MINIMUM INSURANCE REQUIREMENTS
<b>BASIC COVERAGE</b>
<b><i>Commercial General Liability (GL):</i></b> Per Occurrence: \$1,000,000 Aggregate: \$2,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$1,000,000
<b><i>Professional Liability (Errors and Omissions)</i></b> Per Occurrence: \$1,000,000 Aggregate: \$2,000,000

## WAGE DECISION

The District of Columbia Wage Rates are prevailing and attached for this procurement.

## CONTRACTOR'S PERFORMANCE

DCHA reserves the right to terminate any and all services if the Contractor fails to perform work in accordance with the scope of services and/or local, state or federal codes.

## SUBMISSION OF PAYMENT REQUEST

The Contractor must submit invoices to DCHA at the following address after services have been provided. The invoices shall provide the date and location of the service rendered, in addition a detailed explanation of hourly rates for mechanics and laborers rendered. Lack of insufficient invoicing may delay payment processing.

District of Columbia Housing Authority  
Office of Financial Management – Accounts Payable  
1133 North Capitol Street, NE., Suite 329G  
Washington, DC 20002  
Email: [DCHApayments@dchousing.org](mailto:DCHApayments@dchousing.org)

## **SUBMISSION OF PRICE QUOTATIONS**

All price quotations are to be hand delivered or emailed to the address as listed below and is due no later than Friday, March 3, 2017 by 4:00 p.m.

District of Columbia Housing Authority  
Office of Administrative Services- Contracts and Procurement  
1133 North Capitol Street, N.E., Suite 300  
Washington, DC 20002  
Attention: Cheryl Moore, Contracting Officer  
Email submissions to [business@dchousing.org](mailto:business@dchousing.org) with copy to Contracting Officer.

## **CONTACT PERSON**

If there are any questions pertaining to the scope of services or conditions as stated herein, please contact Cheryl Moore, Contracting Officer via email at [chmoore@dchousing.org](mailto:chmoore@dchousing.org) or on (202) 535-1212.

## **ATTACHMENTS**

Exhibits 1 – Moving Services Unit Price Schedules  
Wage Decision  
HUD Form 5370-C General Conditions for Non-Construction – Section II

**EXHIBIT 1**  
**Moving Services Unit Price Schedule**  
**Year One**  
**Page 1 of 5**

Moving Services are to be provided during normal business hours Monday through Friday  
8:00AM through 5:00PM.

Weekend or holiday moves may be arranged with advanced approval from DCHA.  
Contractors Hourly and Daily rates are the fully burdened and the lowest discounted  
(government) rate offered to similar clients.

<b>Building- Townhouse</b>			
<b>Number of Bedrooms</b>	<b>Unit Rate</b>	<b>5+ Bulk Rate</b>	<b>Weekend Rate</b>
1			
2			
3			
4			
5			
6			
<b>Building- Apartment Walkups without Elevator</b>			
<b>Number of Bedrooms</b>	<b>Unit Rate</b>	<b>5+ Bulk Rate</b>	<b>Weekend Rate</b>
1			
2			
3			
4			
<b>Building- Apartment Mid and High-rise with Elevator</b>			
<b>Number of Bedrooms</b>	<b>Unit Rate</b>	<b>5+ Bulk Rate</b>	<b>Weekend Rate</b>
1			
2			
3			
4			
5			
6			
<b>Building Scattered Site Houses without Elevator</b>			
<b>Number of Bedrooms</b>	<b>Unit Rate</b>	<b>5+ Bulk Rate</b>	<b>Weekend Rate</b>
1			
2			
3			
4			
5			
6			



**EXHIBIT 1**  
**Moving Services Unit Price Schedule**  
**Year One**  
**Page 2 of 5**

<b>CREW</b>	<b>&lt;5 HOURLY RATE</b>	<b>&lt;5 DAILY RATE</b>	<b>5+HOURLY RATE</b>	<b>5+ DAILY RATE</b>
Driver/Mover				
Driver + 1 Mover				
Driver + 2 Crew Members				
Driver + 3 Crew Members				
Driver + 4 Crew Members				

<b>ADDITIONAL SERVICES</b>	<b>HOURLY</b>	<b>DAILY</b>	<b>WEEKEND RATE</b>
Truck			
Driver			
Mover			
Packer			
Supervisor			

<b>SUPPLIES AND RENTAL COSTS</b>	<b>PER ITEM</b>	<b>PER RENTAL</b>
½ Large Bubble Wrap		
Shrink Wrap		
Packing Paper		
Packing Tape/roll		
Packing Tape/pack		
Dish Packs		
Commercial Bins (Re-usable)		
Small Cardboard Cartons - size 1.5		
Medium Cardboard Cartons - size 3.0		
Large Cardboard Cartons - size 4.5		
Legal Cardboard Cartons - size 6.0		
18" Cardboard Wardrobe		
24" Cardboard Wardrobe		
Other (please specify)		
Other (please specify)		
Other (please specify)		

**EXHIBIT 1**  
**Moving Services Unit Price Schedule**  
**Option Year**  
**Page 3 of 5**

Moving Services are to be provided during normal business hours Monday through Friday  
8:00AM through 5:00PM.

Weekend or holiday moves may be arranged with advanced approval from DCHA.  
Contractors Hourly and Daily rates are the fully burdened and the lowest discounted  
(government) rate offered to similar clients.

<b>Building- Townhouse</b>			
<b>Number of Bedrooms</b>	<b>Unit Rate</b>	<b>5+ Bulk Rate</b>	<b>Weekend Rate</b>
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3			
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<b>Building- Apartment Mid and High-rise with Elevator</b>			
<b>Number of Bedrooms</b>	<b>Unit Rate</b>	<b>5+ Bulk Rate</b>	<b>Weekend Rate</b>
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<b>Building Scattered Site Houses without Elevator</b>			
<b>Number of Bedrooms</b>	<b>Unit Rate</b>	<b>5+ Bulk Rate</b>	<b>Weekend Rate</b>
1			
2			
3			
4			
5			
6			

**EXHIBIT 1**  
**Moving Services Unit Price Schedule**  
**Option Year**  
**Page 4 of 5**

CREW	<5 HOURLY RATE	<5 DAILY RATE	5+HOURLY RATE	5+ DAILY RATE
Driver/Mover				
Driver + 1 Mover				
Driver + 2 Crew Members				
Driver + 3 Crew Members				
Driver + 4 Crew Members				

ADDITIONAL SERVICES	HOURLY	DAILY	WEEKEND RATE
Truck			
Driver			
Mover			
Packer			
Supervisor			

SUPPLIES AND RENTAL COSTS	PER ITEM	PER RENTAL
½ Large Bubble Wrap		
Shrink Wrap		
Packing Paper		
Packing Tape/roll		
Packing Tape/pack		
Dish Packs		
Commercial Bins (Re-usable)		
Small Cardboard Cartons - size 1.5		
Medium Cardboard Cartons - size 3.0		
Large Cardboard Cartons - size 4.5		
Legal Cardboard Cartons - size 6.0		
18" Cardboard Wardrobe		
24" Cardboard Wardrobe		
Other (please specify)		
Other (please specify)		
Other (please specify)		

**EXHIBIT 1**  
**Moving Services Unit Price Schedule**  
**Option Year**  
**Page 5 of 5**

**Prepared by:**

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**Title:**

<small>Print Name</small>
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**Firm:**

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**Signature**

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WD 95-0819 (Rev.-35) was first posted on [www.wdol.gov](http://www.wdol.gov) on 08/09/2016  
 FL/HH/MS

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 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON, D.C. 20210  
 |  
 Daniel W. Simms Division of Wage | Wage Determination No: 1995-0819  
 Director Determinations | Revision No: 35  
 | Date Of Revision: 08/01/2016

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 Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia  
 Area: District of Columbia Statewide  
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's  
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

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 \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
Food & Lodging:		
07041 - Cook I		13.53
07042 - Cook II		16.24
07070 - Dishwasher		9.96
07130 - Food Service Worker		10.65
07260 - Waiter/Waitress		9.96
11060 - Elevator Operator		9.96
11210 - Laborer, Grounds Maintenance		10.65
11240 - Maid or Houseman		10.65
99030 - Cashier		10.65
99050 - Desk Clerk	(see 1)	10.65
Halfway House & Residential Community Treatment:		
01011 - Accounting Clerk I		12.59
01012 - Accounting Clerk II		13.61
01111 - General Clerk I		11.60
01311 - Secretary I		14.67
01611 - Word Processor I		11.60
07041 - Cook I		13.53
07042 - Cook II		16.24
07070 - Dishwasher		9.96
07130 - Food Service Worker		10.65
11150 - Janitor		10.65

11210 - Laborer, Grounds Maintenance	10.65
11240 - Maid or Houseman	10.65
23370 - General Maintenance Worker	14.50
27101 - Guard I	11.44
27102 - Guard II	12.22
99050 - Desk Clerk	(see 1) 11.60

## Moving &amp; Storage:

21020 - Forklift Operator	13.53
21050 - Material Handling Laborer	11.58
21110 - Shipping Packer	13.53
21410 - Warehouse Specialist	13.53
31361 - Truckdriver, Light	13.53
31362 - Truckdriver, Medium	14.50
31363 - Truckdriver, Heavy	15.35
31364 - Truckdriver, Tractor-Trailer	16.24

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 ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

## THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Rates are applicable only under the appropriate occupational category.

## \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67

cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.

(b) (i) 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 only when the following criteria have been met:

- (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (i) The wage rate determined pursuant to 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.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
- (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
- (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

- (i) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) 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.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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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 the 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 provisions set forth in paragraph (a) of this clause, 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 provisions set forth in paragraph (a) of this clause.

- (c) **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 U.S. 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 federal contract with the same prime Contractor, 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 provisions set forth in paragraph (b) of this clause.

#### **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

#### **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.