REQUEST FOR PROPOSAL (RFP #2-21)

FOR

PIioneer PARK PLAY SYSTEM

CITY OF CHEYENNE, WYOMING

Issued by:

Community Recreation & Events
City of Cheyenne, Wyoming

Proposal Statements due:

3:00 P.M. (MDT)
January 22, 2021

at:

City of Cheyenne
Purchasing Division, Attn: TJ Barttelbort
2101 O'Neil Avenue, Rm. 309
Cheyenne, WY  82001
(307) 773-1045
Firms to submit proposals to provide a Play System (ages 5-12), safety surfacing, shipping, and installation for Pioneer Park, Cheyenne, Wyoming.

The City of Cheyenne, Community Recreation and Events Department will review proposals and conduct interviews with firms interested in providing a Play system and safety surfacing in Pioneer Park, Cheyenne, Wyoming.

Firms submitting proposals shall be professional firms licensed to work in Cheyenne, Wyoming. If the firm submitting the proposal is an out-of-state corporation, the firm shall be registered with the Secretary of the State of Wyoming to do business in Wyoming.

Proposals shall be submitted in writing following the format listed below. The submittal shall address the selection criteria as listed herein and such other data as may be useful in evaluating the ability of the firm to perform the work required. Proposals are to be short and concise.

Information contained in the proposal and submitted shall be incorporated by reference into, and be considered part of the contract between the City of Cheyenne and the selected firm. The City of Cheyenne reserves the right to make modifications to this RFP. Firms obtaining this RFP will be notified of any modifications.

A pre-submittal meeting on this project will be held on December 30, 2020 at 1:00 p.m. at the site of the project, Pioneer Park, 1331 Talbot Court, Cheyenne WY. Project Site image included in Exhibit A. Interested firms should attend this meeting to ask questions about this project and receive any information not covered in this RFP.

Proposal Submittal:

To be considered, proposals (1 Hard Copy/1 Digital Format) must be received by the City at the following location before 3:00 p.m. (MDT) on January 22, 2021 at:

   City of Cheyenne
   Purchasing Office
   2101 O’Neil Avenue, Room 309
   Cheyenne, Wyoming 82001
   Attn: TJ Barttelbort

Any proposal received after that time shall not be considered, but shall be returned unopened to the proposer. Telegraphic or fax submittals shall not be considered.

Addenda:

Any and all Proposers may make inquiries in writing to CITY at any time prior to 12:00 PM local time on January 6, 2021. Any written question of a Proposer regarding the meaning or interpretation of the RFP, work scope, specifications, etc., must be submitted to the CITY prior to the above specified date. The City shall make reasonable efforts to ensure that clarifications given to any prospective Proposer shall
be similarly furnished to all prospective Proposer in summary form as an addendum to this RFP if the lack of such information could reasonably be considered prejudicial towards uninformed respondents. No technical assistance shall be given by the CITY to any Proposer in preparation of its response. Any verbal inquiries by Proposers, or verbal responses by the CITY shall not be binding. The City intends to respond to all questions and inquiries no later than, January 11, 2021 at 5:00 p.m.

Written inquiries shall be directed to:

**TJ Barttelbort, Purchasing Manager**  
City of Cheyenne  
2101 O’ Neil Ave., Rm. 309  
Cheyenne Wyoming 82001  
Phone # 307-773-1045  
E-mail: tbarttelbort@cheyennecity.org

Any or all changes, additions, or clarifications in connection with this RFP shall be issued by the CITY in the form of written addenda. Oral comments, responses and/or representations shall not be binding upon the CITY.

The CITY will consider as incomplete any response in which all addenda are not acknowledged and this will be a basis for response rejection.

**Project Background:**

The City of Cheyenne is currently seeking a professional firm to provide the best possible Play system and safety surface solution for the Pioneer Park Playground. The existing play system will be removed by city staff following acceptance of a proposal for a new system.

The City of Cheyenne, Community Recreation and Events Department is looking for one firm to provide the best possible play system and safety surface including a warranty and price for the completion of this project.

**Scope of Work:**

The selected firm will be asked to provide the following:

a. Perform all design and construction services, provide all material, equipment, tools and labor necessary to complete the work described in and reasonably inferable from the contract documents, including the attached exhibits, if any.

**Submittal Format (1 hard copy/1 digital copy required):**

Provide One (1) original copy of the technical proposal, bound together with all required attachments, and one (1) electronic copy in PDF format via USB Flash Drive. The submission included via USB Flash Drive shall be in PDF Format and shall contain only One (1) File. (Please merge all documents relating to your proposal into one single PDF document.) Information in each submittal shall be considered public information by the City of Cheyenne. Any information considered to be trade secrets, privileged or
confidential should not be revealed in the proposal. Contents of the proposals will be made public after the contract has been awarded and executed. The following sections are required in the submittal.

**Project Team:** Identify the project team members and their positions within, or relationship to, the firm. Provide member resumes as part of each description.

**Approach to Project:** The submitting firm should provide a brief synopsis of their overall philosophy towards plays system design and installation applicable to this project. The submitting firm should also provide a detailed description of proprietary options and why they should be used on this project.

**Schedule:** The submitting firm should provide an anticipated schedule, beginning with the estimated date of contract execution, to perform the work listed under Scope of Work above. This schedule should show a start date, product delivery date, final completion date, and any other information the submitting firm feels is appropriate.

**Project Location:** The submitting firms should show briefly and concisely their familiarity with the project area.

**Similar Experience/References:** The submitting firms should list similar project experience detailing project(s) description, location, budget, etc. Submitting firms should also provide a comprehensive list of references.

**Product Specifications:** The submitting firms should list the product specifications for all items required for this project, including alternates.

**Warranty Information:** The submitting firms should outline implied warranties for labor and materials.

**Other Information:** Provide any information which may be beneficial to the project, or unique qualities/ideas that will improve the project or provide additional value.

**Not Exceed Price:** In a separate sealed envelope, provide a menu style price list with a not to exceed price.

**Selection Information:**

The selection of the successful firm will be made by a committee, appointed by the Community Recreation and Events Department, using a Proposals Based Rating System universal to all interviews, copy attached. Rating forms will be made public after the contract has been negotiated, awarded and executed.

The City of Cheyenne retains the right to reject any and all submittals with or without cause. The City also reserves the right to consider and rely upon factors other than pricing in its selection process. In the event, after 30 days, negotiations are unsuccessful with the selected firm, the City of Cheyenne may enter into negotiations with the alternate firms submitting proposals according to rank obtained from the Proposals Based Rating System.
**Contractual Obligation:**

The successful firm will be required to conform to contractual obligations required by the City during subsequent contract negotiations which may include, but are not limited to, Worker’s Compensation Act, Americans with Disabilities Act, Drug Free Workplace, and Indemnification of the City of Cheyenne and proof of professional liability or other insurance required by statute.

**Project Contact:**

Jason Sanchez, Deputy Director  
City of Cheyenne Community Recreation and Events Department  
2101 O’Neil Avenue, Room 302  
Cheyenne, WY 82001  
Office: (307) 638-4358  
Cell: (307) 287-7383  
email: jsanchez@cheyennecity.org
Project Schedule:

12/17/2020   RFP Issued
12/30/2020   Pre-Submittal Meeting, Project Site Location, 1:00 PM
1/6/2021   Question Submittal Deadline
1/11/2021   Addendum Response Deadline
1/22/2021   Proposals Due (1 hard copy), to be filed with the Purchasing Department, 2101 O’Neil Avenue, Room 307, Cheyenne, WY 82001. Proposals are due no later than 3:00 p.m.
1/27/2021   Notification of interview, if required
2/1/2021   Interviews, if required
2/8/2021   Notification of Selection/Agreement Negotiation
3/8/2021   Start of Project
6/30/2021   Project Completion (Weather Permitting)
### Name of Firm:  
### Firm Rating:  

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
<th>Rating (1-10)</th>
<th>Weight</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Experience</td>
<td>Quantity and type of experience with similar work.</td>
<td>X</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Approach to Project</td>
<td>Methods of identifying, understanding and addressing project.</td>
<td>X</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Cost Saving Innovations</td>
<td>Presentation of cost saving ideas for the project.</td>
<td>X</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Technical Expertise</td>
<td>Expertise in dealing with the technical issues related to the project</td>
<td>X</td>
<td>8</td>
<td></td>
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<tr>
<td>Adequate Resources</td>
<td>Sufficient staff, equipment and systems in place to complete proposed work with in the requested time frame</td>
<td>X</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Project Innovations Proprietary Info</td>
<td>Ideas or suggestions to improve the quality/schedule of project including proprietary options.</td>
<td>X</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Performance on Past Projects</td>
<td>Success on previous projects of a similar nature</td>
<td>X</td>
<td>9</td>
<td></td>
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<tr>
<td>Familiarity of Project</td>
<td>Knowledge of project background, needs, goals, limitations and special considerations.</td>
<td>X</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Proposal Quality</td>
<td>Readability, completeness, brevity and organization of written proposal, quality of oral presentation</td>
<td>X</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

### Total Score  
**Maximum (680)**

### Scoring Instructions

1. Rate each interview criteria from 1 to 10. 1 is the lowest, 10 is the highest any certain criteria could be rated.
2. Multiply each rating by listed weight and place figure in score box.
3. Add scores and place figure in Total Score box (max.680).
4. Rank each interview and assign points as follows: 3 = First Choice, 2 = Second Choice, 1 = Last Choice (#’s could change depending on amount of interviews conducted). Place figure next to Firm Rating.
5. At conclusion of interviews compare scores and rating from committee, make selection of firm to provide services.

Davis Bacon Requirements
Pursuant to the Federal Funding requirements the City agrees to administer and enforce the labor standard requirements of the Davis-Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Act at 40 U.S.C. 327-333. This applies to Subrecipient (City) employees, contractors, and subcontractors. The Contractor shall inform himself and his subcontractors of these requirements and comply with the applicable provisions and procedures. All contracts between the Contractor and subcontractors shall include language to insure compliance with the provisions of the Act(s).

The Contractor shall submit weekly a copy of all “certified payrolls” to the City’s Representative. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. The prime Contractor is responsible for the submission of payrolls by all subcontractors.

The Contractor or subcontractor shall make the payroll records available for inspection to the City and its Consultant and shall permit such representatives to interview employees during working hours on the job.

System for Award Management (SAM)
The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM. The awarded Contractor must be actively registered with https://beta.sam.gov/ or https://www.sam.gov/SAM/ prior to issuance of a Notice to Proceed. Sub-contractors are not required to be registered, however it is strongly suggested that they register.

Suspension and Debarment, Voluntary Exclusion
By signing the bidding documents, and contract, the Proposer certifies that they are not suspended, debarred, or voluntarily excluded from Federal financial or non-financial assistance, nor are any of the sub-contractors or material suppliers. The Proposer will notify the City of Cheyenne by certified mail should the Proposer or any of its subs become debarred, suspended, or voluntarily excluded during the term of the Contract. This form shall be included with the Proposal Submission.

Buy America Provisions:
Buy America requires the use of American steel and iron product, when specified.

Disadvantage Business Enterprises (DBE)
Contractors shall record documented bid solicitation efforts on form E-91-LPA. This form shall be included with the Proposal Submission.

Section 3 Business Certification
Proposers shall read the Section 3 Clause information and submit the Business Certification form with their Proposal submission.
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 (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)(ii); 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) 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/wt347instr.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, utter 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.
"General Decision Number: WY20200001 08/14/2020
Superseded General Decision Number: WY20190001

State: Wyoming
Construction Type: Heavy

Counties: Laramie and Natrona Counties in Wyoming.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants and Refineries)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
---------------------|------------------------
0                    | 01/03/2020
1                    | 08/14/2020

ELEC0322-001 03/01/2013

Line Construction

<table>
<thead>
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<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$ 45.27</td>
</tr>
<tr>
<td>Groundman</td>
<td>$ 24.31</td>
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<tr>
<td>Line Equipment Operator</td>
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<td>Linemen</td>
<td>$ 41.01</td>
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* ELEC0322-010 06/01/2020

Natrona County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>ELECTRICIAN</td>
<td></td>
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<tr>
<td>Projects $50,000 and under</td>
<td>$ 34.71</td>
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</tbody>
</table>

* ELEC0322-011 06/01/2020

Natrona County
ELECTRICIAN

Projects $50,000 and under..$ 34.71  13.08
Projects Over $50,000.......$ 34.11  11.85

ELEC0415-006 06/01/2015

Laramie County

ELECTRICIAN......................$ 26.28  10.67

SUWY2004-005 06/03/2003

LABORER

Common......................$  9.45
Pipelayer...................$ 11.96

OPERATOR:  Backhoe.................$ 14.51  2.77

Truck Driver, Dump..............$ 12.40

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.
1.) Has there been an initial decision in the matter? This can be:

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

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

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

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

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

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

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

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

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

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

================================================================
END OF GENERAL DECISION"
Davis-Bacon Poster (Government Construction)

Every employer performing work covered by the labor standards of The Davis-Bacon and Related Acts shall post a notice (including any applicable wage determination) at the site of the work in a prominent and accessible place where it may be easily seen by employees.

https://www.dol.gov/whd/regs/compliance/posters/davis.htm
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

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

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

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

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

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

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

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

____________________________________________________________________________
Organization Name

____________________________________________________________________________
Name and Title of Authorized Representative

____________________________________________________________________________
Signature			Date
Bidder does not intend to subcontract

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

<table>
<thead>
<tr>
<th>Disadvantaged Business Entity</th>
<th>Specific Subcontract Work or Materials Requested</th>
<th>Contact Method</th>
<th>Contact Date</th>
<th>Contact Result</th>
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SECTION 3 CLAUSE

The City shall include the “Section 3 Clause” in all applicable covered bids and distribute the appropriate forms related to the below paragraph to all interested parties prior to the opening of bids and entering into contracts.

All Section 3 covered contracts shall include the following clause:

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

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

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

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

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

6. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
SECTION 3 BUSINESS CERTIFICATION

The bidder/contractor certifies as part of its bid or contract that it:

Is a Section 3 Business as indicated below (check applicable box) and complete Attachment 4 for Category 1, or 2.

[ ] Category 1 Business: A business that is owned by 51% or more Section 3 Residents.

[ ] Category 2 Business: A business whose current full time employees, either temporary, seasonal or permanent, consist of at least 30% Section 3 Residents or whose current permanent, full time employees were Section 3 Residents when they were first hired and the period from the date they were first hired to the date of certification does not exceed three (3) years.

[ ] Category 3 Business: A business that provides evidence to assure a commitment to subcontract more than 25% of the total dollar amount of all subcontracts to Section 3 Businesses.

[ ] Not a Section 3 Business. (Sign below)

A Section 3 Resident is defined as a person who resides within the City of Cheyenne and whose annual gross household income is 80% or less than the area median income.

80% of MEDIAN INCOME BY FAMILY SIZE (December 1, 2011)

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<thead>
<tr>
<th>Family Size</th>
<th>Maximum Income</th>
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<tbody>
<tr>
<td>1</td>
<td>$38,300</td>
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<tr>
<td>2</td>
<td>$43,750</td>
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<tr>
<td>8</td>
<td>$72,150</td>
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</tbody>
</table>

PROJECT NAME AND ADDRESS:__________________________________________________________

__________________________________________________________

COMPANY NAME AND ADDRESS:__________________________________________________________

__________________________________________________________

NAME OF PREPARER:_____________________________________________ DATE____________________
Exhibit A