

# HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

809 North Broadway  
Milwaukee, Wisconsin 53202  
**REQUEST FOR SERVICES PRICING**

**Quote: 9472-A-Moving Services**

**Today's Date: 8/18/2022**

This DOES NOT represent a commitment to buy. Any ACTUAL order resulting from this solicitation will be confirmed by a Housing Authority Purchase Order

**ALL SERVICES REQUIRE COMMERCIAL AND PUBLIC LIABILITY INSURANCE IS ON FILE IN THE PURCHASING UNIT OF THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE BEFORE COMMENCING WITH ANY WORK.**

## Description

Furnish labor, materials, and services necessary to provide moving services for the Townhomes at Carver Park (TCP) renovation project. Contractor to provide moving services 2-5 moves per week for up to 122 households, living in 2-5-bedroom units, some units will have multi-levels and all units have basements. Residents are expected to pack their own belongings. However, HACM may approve for the contractor to pack belongings as a special accommodation. Contractor to provide pricing with and without packing included in the move. It is expected that all of the moves will be to a vacant unit at TCP, however, the Contractor should be prepared to move to other locations within the City of Milwaukee if required and directed by the Relocation Coordinator.

After renovation of the residents' unit is complete, the Contractor is to move personal property back to a renovated unit at TCP. Moving Services will be on a staggered basis, corresponding with the renovation schedule.

To view units – please contact Townhomes at Carver Park management at (414) 286-8859 or [cordella.young@travauxinc.com](mailto:cordella.young@travauxinc.com)

Moving Services will be, **on an as needed basis**, effective August 1, 2022 through August 30, 2023; with the option to extend for four additional one-year terms upon mutual consent of both parties.

## Scope of Procedures

1. Provide labor, equipment, materials and services, as required to inventory and move resident(s) belongings from a unit at TCP to another unit at TCP, as determined by the Housing Authority City of Milwaukee (HACM) Relocation Coordinator.
2. Contractor to use extra care when packing/moving fragile items and plants.
3. Moving boxes will be supplied to residents by HACM, however, contractor to be prepared to provide additional boxes if necessary to complete the move timely.
4. Inventory and record all personal belongings and boxes. Boxes to be properly marked to ensure delivery to proper location in the temporary unit.
5. Residents are expected to have belongings packed and ready to be moved unless HACM has approved a request for accommodation, in which case, the Contractor will pack up the residents' belongings and at the direction of the Relocation Coordinator.
6. Acquire residents' signature of approval on inventory sheet of items to be packed and a release of liability for resident-packed boxes--Housing Authority of the City of Milwaukee to be included in the release of liability language.
7. Pack boxes and/or belongings into standard moving conveyance for the move.
8. Contractor to disassemble beds and reassemble the beds after each move.
9. Contractor will disconnect and reconnect electronics as needed.

10. Contractor to disconnect washers and dryers and reconnect, if necessary.
11. Residents are NOT authorized to leave unwanted items in unit; all of the residents' belongings to be moved out of the unit.
12. Residents are not authorized to leave personal belongings in the unit.
13. Contractor to text photos of empty unit (including basement) to the Relocation Coordinator at the end of each move.
14. Contractor to guarantee for each conveyance to be used during the execution of the contract, that it will protect all material therein from weather, vandalism, fire, theft and pest infestation.
15. Contractor to transport items to the temporary unit, as directed by HACM. Contractor will unpack belongings as needed and place in proper location in the living quarters.
16. Moves to be completed in one day.
17. Acquire acceptance signature for unloaded, unpacked and placed belongings from resident. This form shall include a statement rendering the Housing Authority of the City of Milwaukee from any and all claims of liability.

Contractor will be required to comply with the renovation schedule. Tentatively, a notice will be given to the Contractor one week prior to each move to ensure proper planning, however, this may be subject to change with a minimum 18-hour notice to the Contractor without additional cost to the Housing Authority of the City of Milwaukee.

The services listed above are representative of the services needed; the pricing will be used for bid evaluation and award purposes.

**PRICING if packed by tenants including basement:**

Two Bedroom Unit (including basement) Move **without packing by movers specified in scope of work above, packed by tenants @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Three Bedroom Unit (including basement) Move **without packing by movers specified in scope of work above, packed by tenants @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Four Bedroom Unit (including basement) Move **without packing by movers specified in scope of work above, packed by tenants @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Five Bedroom Unit (including basement) Move **without packing by movers specified in scope of work above, packed by tenants @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

**PRICING if packed by movers including basement:**

Two Bedroom Unit (including basement) Move **with packing by movers, above and beyond scope of work specified above @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Three Bedroom Unit (including basement) Move **with packing by movers, above and beyond scope of work specified above @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Five Bedroom Unit (including basement) Move **with packing by movers, above and beyond scope of work specified above @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not



limited to transportation, fuel, overhead, insurance, profit, etc.

Four Bedroom Unit (including basement) Move **without packing by movers specified in scope of work above, packed by tenants @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Five Bedroom Unit (including basement) Move **with packing by movers, above and beyond scope of work specified above @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Additional services at \$ \_\_\_\_\_/hour

**\*\*\*\*\* Can you please provide the prices for Saturday services (as needed) \*\*\*\*\***

**PRICING if packed by tenants including basement: \*\*\*SATURDAY PRICING ONLY\*\*\***

Two Bedroom Unit (including basement) Move **without packing by movers specified in scope of work above, packed by tenants @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Three Bedroom Unit (including basement) Move **without packing by movers specified in scope of work above, packed by tenants @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

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Five Bedroom Unit (including basement) Move **with packing by movers, above and beyond scope of work specified above @ \$ \_\_\_\_\_** per unit, per move, to include all expenses, including but not limited to transportation, fuel, overhead, insurance, profit, etc.

Additional services at \$ \_\_\_\_\_/hour

**\*\*\*\*Post-Move/Pre-Construction Cleanout Prices\*\*\*\*** Please provide for the following:

Two Bedroom \$ \_\_\_\_\_  
Three Bedroom \$ \_\_\_\_\_  
Four Bedroom \$ \_\_\_\_\_  
Five Bedroom \$ \_\_\_\_\_

**Note: Contractor must receive approval from the Relocation Coordinator before disassembling, reassembling and/or performing additional services or non-standard work that would require additional payment. If proper approval is not received, payment will not be approved for processing.**

The Housing Authority reserves the right to: reject any and all quotations; waive informalities, technical defects, and minor irregularities; accept the quotation (if any) deemed most advantageous to and in the best interest of the Housing Authority. Award will be based on price, contractor's availability to provide the specified services when required, and contractor's expertise and past performance.

Contractor shall not proceed with work until directed to do so by the Relocation Coordinator.  
Relocation Coordinator: Jeanne Dawson (414) 286-5405 [jeanne.dawson@hacm.org](mailto:jeanne.dawson@hacm.org)

Work shall be conducted Monday through Friday, 8:00 AM to 4:30 PM, except for HACM Holidays. Any work outside of normal HACM hours must be approved by the Relocation Coordinator.

**Attachments:**

Insurance Requirement

General Conditions for Non-Construction Contract, Section 1

Section 3 Policy/Compliance Forms Package: If you have any questions regarding the Section 3 Plan/forms, please contact **Konita Jude at (414) 286-2940** or [Kpjude@hacm.org](mailto:Kpjude@hacm.org)

**Contact Person: Stacey Shaw**

**Phone: 414-286-2942**

**Fax: 414-286-5502**

**Please sign and fax to: 414-286-5502 or by email: [sshaw@hacm.org](mailto:sshaw@hacm.org)  
by Thursday, August 25th, 2022 at 12:00 P.M.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Company Name & Address

## **INSURANCE REQUIREMENTS**

**Before starting work, the Contractor will provide the Housing Authority of the City of Milwaukee ("HACM") proof of Worker's Compensation and Commercial and Public Liability Insurance. The insurance carrier must be licensed to do business in the State of Wisconsin and HACM must be named as an additional insured on general liability.**

- **The Contractor will carry Worker's Compensation Insurance for all employees engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws.**
- **Commercial and Public Liability with bodily injury and property damage limits will be at a combined single limit of at least \$500,000 to protect the contractor and each subcontractor against claims for injury to or death of one or more persons.**
- **Automobile Liability on owned and non-owned motor vehicles used on the site(s), or in connection with the sites, for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.**
- **Professional Liability \$1,000,000 per occurrence (if applicable).**

**Contractor will not allow insurance coverage to lapse and will provide HACM with updated Certificates of Insurance as necessary.**

**All policies must provide that at least thirty (30) days' notice of cancellation will be given to the HACM and the contractor.**

**The certificate holder must be noted as:**

**Housing Authority of the City of Milwaukee  
809 N. Broadway  
Attn: Purchasing/Contract Services  
Milwaukee, WI 53202**

**The Insurance agent's contact name, phone, fax number, and e-mail address should be on the Certificate of Insurance.**

**For any questions regarding insurance, please contact Dana Shepherd,  
Purchasing Support Agent, at 414-286-5891 or [dlsheph@hacm.org](mailto:dlsheph@hacm.org)**

**Table 5.1, Required Contract Clauses for Small Purchases other than Construction**

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**Procurement of Recovered Materials .**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

# 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

In the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (without maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – 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.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 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

- (i) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (ii) 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.



## SECTION 3 POLICY

### HOUSING AUTHORITY OF THE CITY OF MILWAUKEE (HACM)

P.O. BOX 324

MILWAUKEE, WI 53201

Office: (414) 286-2940

Website: <https://www.hacm.org>

#### INTERNAL PROCEDURES, INSTRUCTIONS, and FORMS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the "Hours Worked Benchmarks" as called for in the 24 CFR Part 75 regulation. Most importantly, the rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact our Compliance Consultant:

J. Keith Swiney, President/CEO Motivation, Inc.  
678-794-3066 [keiths@motivation-inc.com](mailto:keiths@motivation-inc.com)

## COMPLIANCE FORMS PACKAGE-

# SECTION 3 NEW RULE 24 CFR

## Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

✱ New Requirements Summary	3
✱ Monthly Reporting Instructions	4
✱ Section 3 Business Self-Certification Forms	5
✱ Section 3 Individual Self-Certification Forms	6
✱ Hours Worked Reporting Form	7
✱ Acknowledgment and Affidavit Form	8

## HACM Annual "Section 3 Benchmarks" Requirement Summary

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- \* Twenty (20) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers; and
- \* Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers;
- \* There are No specific hiring or contracting goals under this new rule.
- \* There is No Section 3 Business Preference under the new rule and no points awarded for being a Section 3 Business.
- \* The rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work.

The two new categories of Section 3 are now referred to as:

- \* Section 3 Worker - Any low or very low-income persons residing in the housing authority MSA
- \* Targeted Section 3 Worker - Public Housing, Voucher Holder, YouthBuild participant

Contractors will provide these three (3) data sets to the HACM's Section 3 Consultant within 45 days of the month after the hours have been worked by EVERY person that worked directly on the contract. No back-office staff hours are counted:

- \* Total Hours Worked by all workers
- \* Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- \* Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required)

There are new definitions of how to be a Section 3 Business Concern:

- \* It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old
- \* Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- \* It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old.



## MONTHLY REPORTING INSTRUCTIONS

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### STEP ONE

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

### STEP TWO

Determine which workers qualify as Section 3 by having each complete a Section 3 Individual Low- Income Person Self-Certification Form. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is Voluntary:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

### STEP THREE

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as **Non-Targeted** or **Targeted**:

**Non-Targeted** are those Section 3 income-qualified workers who are low-income and reside in the MSA.

**Targeted** are those Section 3 income-qualified workers who are low-income and reside in public housing, Section 8 or YouthBuild

### STEP FOUR

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above\*
2. Enter total hours worked by all Section 3 staff **Non-Targeted**
3. Enter total hours worked by all Section 3 staff **Targeted**

List **ONLY** the individual names of the workers who have self-certified as Section 3 (**Non-Targeted** and **Targeted**) along with their total hours for this month's report only.

Submit the Section 3 Hours Worked Reporting Form on a monthly basis to the contact person noted on your reporting form above.

SECTION 3 BUSINESS

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	← I N I T I A L ← H E R E ←
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below and your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

I am a HACM Public Housing or Section 8 Resident

My employer will certify that I am employed by a Section 3 business

I am a current YouthBuild participant

I am a low or very low-income person residing within the Milwaukee County MSA

**My Individual Annual Income does not exceed: \$52,850\***

The Milwaukee-Waukesha-West Allis, WI MSA contains the following areas: Milwaukee County, WI; Ozaukee County, WI; Washington County, WI; and Waukesha County, WI.

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION 3

# Hours Worked Reporting Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by \_\_\_\_\_(company name) on the \_\_\_\_\_ contract including those meeting the Section 3 income requirements as low- or very low-income.

### Section 3 Employees are now defined to as:

**Section 3 Workers** - are those Section 3 income-qualified workers who are low-income and reside in the MSA.

**Targeted Section 3 Workers** - are those Section 3 income-qualified workers who are low-income and reside in public housing, Section 8 or YouthBuild.

If your company employs any person you believe is low income now or was when they were hired within the past five years, please have them complete the SECTION 3 INDIVIDUAL LOWINCOME PERSON SELF-CERTIFICATION FORM" and return it immediately.

All hours worked by everyone on the project must be reported monthly electronically. If you have questions please contact the projects Section 3 Consultant:

Motivation Compliance and Training, Inc. (M-CAT) [compliance@m-cat.co](mailto:compliance@m-cat.co)  
678-794-3066

In the software, you will report this information for your team as they apply.

- ✱ Total Hours Worked by non-Section 3 staff
- ✱ Total hours worked by all **Non-targeted Section 3** employees
- ✱ Total hours worked by all **Targeted** Section 3 employee

**The reporting system website is: To Be Provided Separately**  
Housing Authority of the City of Milwaukee



**Section 3 New Rule Contractor Acknowledgement and Affidavit**

*(Return this form with your Bid/Quote/Response)*

Company Name: \_\_\_\_\_

Contract or Project Name: \_\_\_\_\_

Trade Work/Classification: \_\_\_\_\_

I hereby certify to the US Department of Housing and Urban Development (HUD) that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.19 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

**Monthly**, I will be required to provide these data points for all contract staff working directly on the contract **not including any back-office staff**:

- Total Hours Worked by all employees (Section 3 and regular employees)
- Total Hours Worked by All Non-Targeted Section 3 employees (Low-Income persons residing in the service area of a one-mile radius of the project where a 5,000 person population exists)
- Total Hours Worked by All Targeted Section 3 employees (Public Housing, Section 8, YouthBuild)

You are required to enter the names and hours worked by each Section 3 employee individually.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_