Quotation for Small Purchase

For

Vacant Unit Preparation Services

East St. Louis Housing Authority
700 North 20th Street
East St. Louis, IL 62205

QSP 17-QVUP

Issued: October 13, 2017
# Table of Contents

## SECTION ONE

- Instructions to Quoters........................................................................................................... 1-2
- HA Reservations of Rights ....................................................................................................... 3
- General Contract Provisions.................................................................................................... 3-5
- Administrative Requirements................................................................................................. 5-9
- Section 3 Clause Requirements.............................................................................................. 10-11
- Special Contract Requirements.............................................................................................. 11-12
- Instructions Regarding Affirmative Action............................................................................. 13-14

## SECTION TWO

### Scope of Work

#### ATTACHMENTS

- Checklist................................................................................................................................. 1 pg.
- Solicitation, Offer, and Award ............................................................................................... 2 pgs.
- Pricing Forms......................................................................................................................... 2pgs.
- Instruction to Offerors (Non-Construction 5369-B) ............................................................ 2 pgs.
- Certifications and Representations of Offeror (Non-Construction HUD 5369-C) .......... 2 pgs.
- General Conditions for (Non-Construction HUD 5370 Section I) .................................... 5pgs.
- General Conditions for (Non-Construction HUD 537 Section II) ..................................... 3pgs.
- W9........................................................................................................................................ 1pg.
- Debarment Certification........................................................................................................ 1pg.
- Maintenance Mechanic I, II & III Job Descriptions............................................................. 6 pgs.
- Davis Bacon Wage Determination ....................................................................................... 11pgs.
- Letter of Intent...................................................................................................................... 1 pg.
SECTION ONE

Instructions

The Housing Authority of the City of East St. Louis will accept quotes for the following project:

Vacant Unit Preparation Services
The East St. Louis Housing Authority (ESLHA) is soliciting quotes for vacant unit preparation services.

Contractor shall be responsible to perform labor only at various ESLHA locations. Contractor shall also be responsible to provide equipment, tools and cleaning supplies to perform work.

The ESLHA will award two or more indefinite quantity contracts.

The selected companies will be required to respond sometimes simultaneously to a variety of vacant unit maintenance tasks. The selected companies must be capable of providing services to perform all activities within the assigned tasks.

Packets will be received until:

Closing Time: 3:00 p.m.
Closing Date: November 17, 2017
Where: The Housing Authority of the City of East St. Louis
700 N. 20th Street
East St. Louis, IL 62205

ESLHA Contacts
For questions regarding this solicitation or contract requirements, contact:

Lynn Clanton at 618.646.7211, or lynnclanton@eslha.org
Cassandra Coulter at 618.646.7110, or ccoulter@eslha.org.

Pre-conference meeting will be held on Thursday, November 02, 2017 at 10:00 AM, located at the Housing Authority of the City of East St. Louis, 700 N. 20th Street, East St. Louis, Illinois. Contractors are strongly encouraged to attend this meeting.

Documents will be available for pick-up Friday, October 13, 2017 after 3:00 p.m. at the Housing Authority of the City of East St. Louis, 700 N. 20th Street, East St. Louis, Illinois, or www.eslha.org.

The ESLHA will provide a tour immediately following the pre-conference meeting. Offerors are encouraged to attend and inspect the site where services are to be performed to assure them regarding all general and local conditions that may
affect the cost or contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the sites constitute a claim after award.

The Offeror must provide a firm; fixed price for all requirements set forth on the Solicitation, Offer, and Award form. A lump sum firm, fixed price will be shown on the ESLHA Form 1442 (Solicitation, Offer, and Award). The Solicitation, Offer, and Award form must be completed, signed and returned with the Offeror’s acknowledgement of all solicitation amendments.

This is an “indefinite delivery indefinite quantity” task order contract solicitation. The Agency will issue separate task orders for the work identified in this quote.

The ESLHA shall, to the maximum extent practicable, give preference to making multiple awards. The HA anticipates that it will initially award a contract for the period of 1 year with the option, at the HA’s discretion, of two (2) additional one-year option periods, for a maximum total of 3 years.

The contract will be awarded to two or more of the most responsive and responsible firms whose quotes are the most advantageous to the ESLHA, provided the quote complies with all conditions of the Solicitation, Offer, and Award. The ESLHA reserves the right to reject any and all quotes. The ESLHA is prohibited from making any awards to firms (including subcontractors) or any individual that is on the list of firms ineligible to receive awards from the United States Government, as furnished by HUD. Any award of a contract from this quote will be made only by written authorization from the Contracting Officer of the ESLHA.

All firms will be notified by mail of the ESLHA’s selection as soon as possible. The selected firms will be expected to begin work within five (5) working days of receipt of Notice to Proceed.

The Owner reserves the right to reduce the scope of work in this project in order to stay within budget limitations.

By: Mildred A. Motley
Executive Director
VACANT UNIT PREPARATION SERVICES

HA'S RESERVATION OF RIGHTS:

✓ The HA reserves the right to reject any or all quotes, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by the HA to be in its best interests.

✓ The HA reserves the right not to award a contract pursuant to this solicitation.

✓ The HA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience upon 10 days written notice to the successful offeror(s).

✓ The HA reserves the right to determine the days, hours and locations that the successful offeror(s) shall provide the services called for in this quote.

✓ The HA reserves the right to retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of the HA Contracting Officer (CO).

✓ The HA reserves the right to reject and not consider any quote that does not meet the requirements of this solicitation, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.

✓ The HA shall have no obligation to compensate any offeror for any costs incurred in responding to this solicitation.

✓ The HA shall reserve the right to at any time during the solicitation or contract process to prohibit any further participation by a quote or reject any quote submitted that does not conform to the requirements detailed herein. Accordingly, by submitting a response to this QSP, the respondent agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective offeror, of any responsibility pertaining to such issue.

General Contract Provisions

1. This project consists of providing all labor, equipment and cleaning supplies to complete the scope of work as outlined in this solicitation.
2. The work shall begin on the fifth working day following full execution of the Notice to Proceed. The Solicitation, Offer and Award performance period shall not exceed 365 days from the start of the job.

3. The contractor shall notify the ESLHA immediately of unforeseen conditions that prohibits the timely completion of the work.

4. It is the responsibility of the Contractor to secure all necessary permits and inspections as required by local code and governing agencies.

5. It is the responsibility of the Contractor to coordinate with all utilities companies for the duration of the contract, if applicable.

6. The contractor shall be responsible for the removal of all debris and rubbish associated with his work, completely from the work site. Failure to do so will result in the ESLHA having debris removed at the Contractor’s expense.

7. Work procedures shall be such as to minimize inconvenience to occupants. Truck and other heavy equipment shall not be driven over unpaved areas or where underground utilities are located. All adjacent buildings and their contents shall be protected from damage. Any damage caused by the Contractor or resulting from his work shall be repaired, or damaged items, replaced at the Contractor’s expense.

8. The Contractor shall keep on the work site a copy of the specifications and at all times give the Contracting Officer access thereto.

9. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order.

10. The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including: changes in the specifications, in the manner of method of work performance; PHA/IHA-furnished facilities, equipment, materials, services; or, directing the acceleration in the performance of work.
11. In performing the contract, the Contractor shall:

   a. Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

   b. Protect the lives, health, and safety of other persons;

   c. Prevent damage to property, materials, supplies, and equipment; and,

   d. Avoid work interruptions.

12. In addition to any other warranties in this contract, the Contractor warrants that the work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor, subcontractor, or any supplier at any tier.

13. Holiday Schedule

   The following list of holidays is observed by ESLHA. No work is permitted on these days without prior written consent from ESLHA.

   Veterans Day                      Martin Luther King's Birthday
   Thanksgiving Day                  President's Day
   Friday After Thanksgiving         Memorial Day
   Christmas (1/2 day)               Independence Day
   New Year's (1/2 day)              Labor Day
   New Year's Day                    Columbus Day

Administrative Requirements

1. Contract Clauses Reference (48 CFR Chapter 1 Clauses)

   This contract incorporates one or more clauses by references, with the same force and effect as if they were given in full text, upon request the Contracting Officer will make their full text available.

   1. Administrative Contractual or legal remedies.
   2. Compliance with Executive Order 11246 of the September 24, 1965 Act, as amended by Executive order 11375 of 10/13/67 and as supplemental in D.O.L. regulations 41 CFR Chapter 60).
3. Compliance with the Copeland Anti-Kickback Act.
4. Compliance with the Davis Bacon Act and/or Maintenance Wage Rate Determination.
6. Access by grantee, the sub-grantee, the Federal Grantor Agency or any duly authorized representative to any books, documents, papers and records of the contractor that pertain to that specific contract.
7. Retention of all required records for three (3) years after grantees or sub-grantees makes final payment.
8. Compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Clean Water Act.
9. Mandatory Standards and policy relating to energy efficiency that is contained in the State Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

2. Changes

The Contracting Officer may at any time, by a written order and without notice to the sureties, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the Notification of Change provided that the Contracting Officer, if he/she decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in the clause shall excuse the Contractor from proceeding with the contract as changed.

3. Disputes

a. "Claims," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter or right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating the contract, is a claim that can be resolved under a contract clause that provides for the
relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it disputed either as to liability or amount or is not acted upon in a reasonable time.

b. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA/IHA against the Contractor shall be subject to a written decision by the Contracting Officer.

c. The Contracting Officer shall, within ninety - (90) unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

4. Termination for Default:

The Contracting Officer, by written notice, may terminate this contract, in whole or in part for failure by the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services. The contractor shall not be charged with damages under this clause if:

a. It is determined for any reason that the Contractor was not in default; or

b. The Contractor's failure to perform is without his or her subcontractor's control fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 28 as used in these provisions. The term "subcontractor" means subcontractors at any tier.

5. Termination for Convenience:

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the ESLHA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with parts 49 of the FAR.

To the extent that the contract is for services and is so terminated, the ESLHA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
6. Administration of Order:

After award has been made, Theresa Johnson, District Asset Manager, and ESLHA Property Managers, will administer this order. Any request for information or clarification after award of order shall be referred to this office at (618) 646-7110, Telefax (618) 271-2028 or by writing to The Housing Authority of the City of East St. Louis, 700 North 20th Street, East St. Louis, IL 62205.

7. Payment Request

Invoices shall be submitted at the end of each month accompanied by signed and completed task orders. Payments will be made in 30-day increments. The payment requests shall be submitted to:

The Housing Authority of the City of East St. Louis (ESLHA)
700 North 20th Street
East St. Louis, IL 62205
Attention: Finance Department

8. Notices to Contractor

Payments will be made to the address shown on Invoice. To expedite payment of this order, contractors are required to submit invoice for payment to the address listed on the Solicitation, Offer, and Award. The task order number must appear on your invoice.

9. Hours of Delivery

Daily work hours and delivery of items under this order shall be accomplished between the local hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Deliveries shall not be made on Saturdays, Sundays, or Federal legal holidays. No variations to this schedule shall be made without prior approval from the ESLHA.

10. Notices to Contractor

ESLHA is exempt from Illinois State Sales tax.

11. Conflict of Interest

The Contractor certifies by acceptance of this order that no related official, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this purchase order of the proceeds thereof. The term "related official" means any: 1) member, officer, or employee of the Housing
Authority, 2) member of the governing body of the locality in which the Housing Authority was activated, 3) member of the governing body of the locality in which the project is situated, and 4) other public official of such locality/(ies) who exercises any functions or responsibilities with respect to the project.

12. Prices

Unless otherwise specified, all prices are firm-fixed prices, which are not subject to adjustment based on costs incurred. Prices should be stated in the units specified, with packing included. All prices are considered to be f.o.b. destination, unless otherwise indicated.

13. Inspection

All items covered by this order shall be subject to inspection and acceptance at destination.

14. Insurance

Before commencing work the Contractor and each subcontractor shall furnish the ESLHA with certificates of insurance showing that the following insurance is in force, will remain in force, and will insure all operations under the Contract/Solicitation, Offer, and Award:

1. Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less that $500,000 per occurrence.

3. Automobile Liability on owned or non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $500,000 per occurrence.

15. City Registration

The Contractor shall provide to the Housing Authority a copy of the Certificate of Registration and Permit with the City of East St. Louis. The number to East St. Louis City Hall is 618-482-6810.
SECTION 3 CLAUSE REQUIREMENTS

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulation in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Special Contract Requirements

In the Event of Conflicting Provisions, These Special Contract Requirements Prevail over All Other Documents Referenced.

1. Quoters are required to submit the following with this quote solicitation:

(a) Names of the subcontractors to whom he proposes to sublet portions of the work
(b) Listing subcontract amount
(c) Type of work subcontractor will perform
(d) Names of vendors from whom he proposes to obtain principal items of materials
(e) Letter of Intent

Subcontractors with minority status are to be identified and the percentage amount of the total contract amount is to be shown.

2. The Contractor must also submit a listing of names, addresses and phone numbers of at least three (3) references that are familiar with work previously performed.
3. BID GUARANTEE - a Bid Guarantee Is Not Required for this Project.

4. The Contractor agrees that upon receipt of Notice of Award, they will sign Notice of Award and will deliver to the ESLHA:

(a) Signed Notice of Award;
(b) Required City Registration Certificate;
(c) Required Permits and Licenses;
(d) Insurance Certificates; and
(e) Be prepared to execute a contract within five (5) calendar days.

5. Pursuant to established Housing Authority of the City of East St. Louis and the U. S. Department of Housing and Urban Development (HUD) Affirmative Action and Equal Employment Opportunity goals, all Offerors are advised they must satisfy the goal to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for this project.

6. Maintenance Mechanic I, II, & III Wage Rates will apply to this contract. (See attached). However; in some cases where total rehab and other major repairs are necessary, DBW Rates will apply. These units will be determined by management staff.
Instructions for Contractors
Regarding Affirmative Action
Under Executive Orders 11246 and 11914

The Contractor agrees during the performance of this Contract:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. Contractor shall take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, national origin or handicap. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in all solicitations or advertisements for employees placed by or on his/her behalf, state all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

3. Contractor shall send to each labor union or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.

4. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967; Executive Order No. 11914 of April 28, 1976, and all applicable rules, regulations and order including those of the Secretary of Labor, or pursuant thereto.

5. Contractor shall furnish all information and reports required by the above mentioned Executive Order No. 11246, as amended by Executive Order No. 11375 of October 13, 1967; Executive Order No. 11914 of April 28, 1976, and all applicable rules, regulations and order including those of the Secretary of Labor, and will permit access to his/her books, records and accounts by the Secretary of Housing and Urban Development, the Secretary of Labor, and other Government Agencies for the purposes of
investigation to ascertain compliances with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with the procedures authorized by Executive Order No. 11246, as amended by Executive Order No. 11375 of October 13, 1967; Executive Order No. 11914 of April 28, 1976, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967; Executive Order No. 11914 of April 28, 1976, and all applicable rules, regulations and order including those of the Secretary of Labor, or otherwise provided by law.

7. Contractor shall document the affirmative actions taken to ensure equal opportunity in employment if the total amount of this Contract exceeds $10,000.

8. Contractor shall include these instructions verbatim in every subcontract or purchase order unless exempted by rules, regulations or orders by the Government including those of the Secretary of Labor issued pursuant to Section 204 of said Executive Order No. 11246, as amended by Executive Order No. 11375 of October 13, 1967; Executive Order No. 11914 of April 28, 1976, so such provisions will be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, however in the event he/she becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development, he/she may request the United States to enter such litigation to protect the interest of the United States.
SECTION TWO
SCOPE OF WORK

The East St. Louis Housing Authority (ESLHA) is soliciting quotes for Vacant Unit Preparation Services.

Contractors shall be responsible to perform labor, provide equipment, tools and cleaning supplies to complete the work. ESLHA will furnish all other materials. If the contractor is permitted in writing by the HA’s representative to purchase materials, the contractor must supply the HA with material receipts. Contractors shall inspect the condition of all units before accepting keys to perform work on that unit. Once the keys to a unit has been given to a contractor to being Vacant Unit Preparation Services, the contractor is responsible for all contents and the condition of that unit until such unit has been inspected by a HA representative and the keys to the unit has been accepted back by the Property Manager, Assistant Property Manager or HA representative.

The ESLHA will award two or more indefinite quantity contracts. The selected companies will be required to respond sometimes simultaneously, to a variety of vacant unit maintenance tasks. The selected companies must be capable of providing services to perform all activities within the assigned tasks.

Method of Award (Task Order): The HA will retain the right to contract with any of the quoters as a result of this QSP, which shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the HA may draw from).

When the HA has a vacant unit ready for the contractor to begin work, the HA staff assigned will contact the contractor to ascertain as to whether or not that contractor is available to do the work within the reasonable time-frame the HA has established for that work (typically, “reasonable” shall meet at the site within one (1) work day and begin work within one (1) work day thereafter). If the contractor is not available, the HA will proceed to the next contractor, and so forth, until the HA has located an available contractor.

Procedure to Award (Task Order): Once an available contractor has been chosen, the contractor and the HA representative/s will meet at the applicable unit, inspect the unit, and mutually determine the extent of the required repair, painting and cleaning work and arrive at an agreed-upon cost. In some cases, remodeling of baths and kitchens may be needed. These services shall be calculated as follows on the Task Order Form.
DESCRIPTION OF WORK

Repairs: Minor replacement and/or repairs to the building and attached fixtures, including but not limited to such work related to the floors; windows; window coverings; walls; cabinets; doors; hardware; plumbing; electrical; HVAC; smoke alarms/carbon monoxide detectors, etc.

Repair Services: Each contractor will submit proposed unit and hourly fees for the various services and positions that will be needed to complete the repairs. When the contractor and the HA representative/s inspect the unit, they shall ascertain:

Minor Repairs Required: A complete list of all of the minor repairs that needs to be and will be completed in the unit. Please note that after acceptance by the HA, this list may only be revised in writing approved by the HA.

Floors/Tile Replacement: In some cases, floors may need buffed, stripped, sealed and/or waxed. Buffer should be used to strip tile floors. 1 to 2 coats of sealer and 1 to 2 coats of wax should be applied with buffer.

Tiles and/or floor planks will be replaced as needed. If floor tile end between rooms, there should be a transition strip placed there. Contractor must eliminate possible trip hazards, replace damaged or missing baseboards, cove base or toe strips.

Labor Hours: This is the number of hours that the contractor will require for each position to complete the minor repairs for that unit. If repairs become more of a rehab nature, Davis Bacon Wage Rates will apply. (See attached General Decision Number: IL170007 Mod. 20)

Note: Contractors must report any problems with water heaters, HVAC, range, refrigerator, plumbing, and electrical to property manager before completing any work.

Debris left in a Unit by the former Tenant/Bulk Out. At times the previous tenant may leave debris in the unit, including, but not limited to, furniture, trash, and personal items. Typically, the Agency will remove and dispose of these items prior to the Contractor beginning work; however, though such will not be typical, when directed by the Agency, the Contractor shall be responsible for the removal and appropriate disposal of such items prior to providing the painting and cleaning services. The cost shall be based on hourly basis.

Painting: It is anticipated that the interior of the unit will typically be fully painted, though it is possible that the HA will only require the contractor to provide only “touch-up” painting services.
Vacant Unit Preparation Services

✓ Full-unit Painting: Unless otherwise specified by the HA when the Task Order for a unit is issued, the contractor will be required to fully paint one coat, as directed by the Agency, all interior areas of a unit including: walls; ceilings; interior trim; door casings; doors; entry and exit doors where needed; cabinets; etc.

✓ Touch-up Painting: The HA may choose to have the contractor “touch-up” the paint instead of painting the entire unit. Touch-ups may vary from a portion of a wall to an entire wall. Property managers determine the Touch-up needs.

Specific Required Painting Services. Each time a unit is painted, the Contractor shall:

Remove all electric cover plates and light fixtures prior to painting; if not damaged, clean the plates and fixture; then re-install after painting. (NOTE: The Agency reserves the rights to, at its option, require the Contractor to re-install new plates and fixtures provided by the Agency.)

Patch and sand small holes (“small,” meaning 1 inch or less).

Thoroughly prepare all walls, ceiling, trim, and doors prior to painting, including, but not limited to: scrape away cracked and flaking paint, smoothing all bumps; and dust and clean painted surfaces.

Paint Clean-up: The Agency will not dictate to the Contractor(s) which specific method that the Contractor will utilize to paint the units (spraying or rolling). It is the Contractor’s responsibility to ensure that the non-painted surfaces within the unit are protected from any over spray or dripping that may occur (“non-painted surfaces” include, but are not limited to: floors; windows; appliances; cabinets; fixtures; etc.).

Paint. To ensure consistency in the type of paint used, the Agency will supply to the Contractor the paint required to provide the painting services detailed herein. Such paint will be picked up by the Contractor at either an Agency location or a supplier, either as directed by the Agency. The Contractor will provide all other tools, equipment, and supplies to complete the painting work.

Painting Services: Each bidder will submit firm-fixed prices to provide the full-unit painting services detailed herein for each of the unit types (i.e. studio or 0-bedroom; 1-bedroom; 2-bedroom; 3-bedroom; 4-bedroom; 5-bedroom) and to provide “touch up” painting services. Though the contractor will be consulted, the decision as to whether to do full-unit or touch-up painting shall be at the sole discretion of the HA.
Vacant Unit Preparation Services

Cleaning: Once the repairs and painting are completed, the successful quoter(s) shall clean the unit to bring it to a condition ready for move-in by the new tenant including:

Removal and appropriate disposal of debris (typically, minor debris), especially the debris from the aforementioned repair work. (The Agency reserves the right to clean the unit if they Agency decides that doing so is in its best interests).

Cleaning Supplies. The Contractor will supply all cleaning supplies required to complete the cleaning work detailed within the task.

Cleaning Specifications. The Contractor shall clean the unit to bring it to a condition ready for occupancy; including (in no particular order):

- Sweep all floors;
- Clean all window glass, inside and out;
- Thoroughly clean and disinfect medicine cabinets, sinks, tubs, shower stalls, and related surfaces;
- Clean and disinfect toilet bowls inside and out;
- Thoroughly clean the range, range hood and degrease kitchen walls;
- Thoroughly clean refrigerator, drip pan and excess dust from bottom of refrigerator.
- Clean all light fixtures, inside and out;
- Thoroughly clean and disinfect all hard-surface floors and walls;
- Where applicable, clean all baseboard heaters and heat vents and carpet.
- Patio area
- Clean stairs and stair treads

Contractors should use degreasing soap or all-purpose cleaner. Contractors should use oven cleaner inside of oven door, inside broiler, on the pan and the oven interior. Contractors must use all-purpose cleaner or any other cleaner that does not harm coating or gaskets. Contractors will be responsible for cleaning all debris created while working.

Cleaning Services: Each bidder will submit firm-fixed prices to provide the cleaning services detailed herein for each of the unit types (i.e. efficiency or 0-bedroom; 1-bedroom; 2-bedroom; 3-bedroom; 4-bedroom; 5-bedroom). It is understood that the firm-fixed price submitted by each bidder shall be the cost for cleaning units of a “typical” condition including materials. For units in a condition that requires more work than the defined “typical” condition, such additional cleaning work shall be priced, in writing, on the Task Order Form, at the hourly rates submitted for Pricing Items.

Note: If plumbing, electrical, or rehab issue arises, contractors are required to use certified licensed plumbers, electricians and/or carpenters for each incident at Davis Bacon Wage Rates as attached.
Vacant Unit Preparation Services

**Additional Services:**
Once a unit becomes vacant, a contractor may be asked to board an entire unit, at an additional charge.

There may be a need to remove wallpaper, boarder and/or decorations that a tenant may leave hung on walls in a unit.

**Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount:**
As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the HA to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: $1,000; (b) NMCA: $100,000.

Exceptions Pertaining to the GCMA:
The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of five (5) requests from the HA to be available for work the contract period.

**PLEASE NOTE:** This clause does not pertain to any firm that has had the GCMA declared null and void during the current contract period. If, during the final 3 months of the contract period, the HA has not made a task order award to any contractor(s) in the pool that would ensure that award(s) to the contractor reaches the $1,000 GCMA, the HA shall retain the right to suspend the process and complete an award directly to any such contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period).

**Response Time.** Once ordered to proceed with work at a specific unit by the Agency, the Contractor shall complete the painting and cleaning services in no more than 5 full work days (if wall repairs are minor—additional time will be allowed).

**Debris.** Clean work areas daily, at the end of the work day, of all work-generated debris. NOTE: Unless pre-approved by the Agency, such debris shall not be placed in the Agency dumpsters but shall be removed from the work site by the Contractor.

**Work Standards.** It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations.
Vacant Unit Preparation Services

**Safety Standards.** It is the responsibility of each Contractor to ensure that each worker knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy.

**Labor Rates All-inclusive.** Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

**Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such).

**Warranty/Guarantee.** All work provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of time of not less than 180 days. The Contractor will provide all labor for warranty work for the length of the manufacturers warrant on new items that the Contractor installs.

**Special Conditions pertaining to Resident-owned Businesses.** Section 15.3.C/D of HUD Procurement Handbook 7460.8 REV 2 allows an “alternative procurement process when contracting with businesses owned in substantial part by PHA residents.” Accordingly, the Agency hereby declares that, while the Agency wishes to receive pricing for cleaning services from all interested bidders, the Agency reserves the right to, if the Agency determines that such is in its best interests, complete award to a Resident-owned firms for these specific cleaning services if such a firm submits a fair and reasonable cost for these specific cleaning services.
Checklist of Items to be Submitted:

The following items must be submitted by each offeror. To verify that each item listed is included, place an (x) in the space provided to acknowledge that the item was included. Sign the bottom of this form, and submit with all other required items.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completed QSP checklist (this form)</td>
</tr>
<tr>
<td>2.</td>
<td>Solicitation, Offer, and Award form (completed and signed)</td>
</tr>
<tr>
<td>3.</td>
<td>Pricing Forms (A &amp; B)</td>
</tr>
<tr>
<td>4.</td>
<td>HUD 5369-C (Signed)</td>
</tr>
<tr>
<td>5.</td>
<td>W-9 Request for Taxpayers Identification</td>
</tr>
<tr>
<td>6.</td>
<td>Debarment Certification</td>
</tr>
<tr>
<td>7.</td>
<td>Section 3 Plan (to be provided by contractor)</td>
</tr>
<tr>
<td>8.</td>
<td>Overall Qualification of Firm and Identification of Staff (to be provided by contractor)</td>
</tr>
<tr>
<td>9.</td>
<td>Three current references (to be provided by contractor)</td>
</tr>
<tr>
<td>10.</td>
<td>Acknowledgement of Addendums, if any (Section 2 of Solicitation, Offer, and Award form)</td>
</tr>
<tr>
<td>11.</td>
<td>Letter of Intent</td>
</tr>
</tbody>
</table>

---

Signature                                      Date                                      Printed Name

QSP 17-VUP
Vacant Unit Preparation Services

Solicitation, Offer, & Award Form

<table>
<thead>
<tr>
<th>Document Number</th>
<th>Type of Solicitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>QSP 17-QVUP</td>
<td>□ Sealed Bid (IFB)</td>
</tr>
<tr>
<td></td>
<td>□ Negotiated (RFP)</td>
</tr>
<tr>
<td></td>
<td>□ Small Purchase (QSP)</td>
</tr>
</tbody>
</table>

Important: The Offer section on the reverse must be completed by the respondent.

<table>
<thead>
<tr>
<th>Date of Solicitation</th>
<th>Contract Number</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 13, 2017</td>
<td></td>
<td>Vacant Unit Preparation Services</td>
</tr>
</tbody>
</table>

Issued by:
East St. Louis Housing Authority (ESLHA)
Contracts Department
700 North 20th Street
East St. Louis, IL  62205

For More Information Contact:
Lynn Clanton – Director of Contracts
Phone:  (618) 646-7211
Fax:    (618) 271-2028
E-Mail:  lynnclanton@eslha.org

Section 1: Solicitation Section

The ESLHA requires performance of the work described below and in any attachments listed.

Vacant Unit Preparation Services

The East St. Louis Housing Authority (ESLHA) is soliciting quotes for vacant unit preparation services.

Contractor shall be responsible to perform labor at various ESLHA locations. Contractor shall be responsible to provide equipment and tools to perform the work. ESLHA will furnish all materials. (See Scope)

The ESLHA will award two or more indefinite quantity contracts.

The contractor shall begin performance within 5 calendar day and complete it within 365 calendar days after receiving □ award □ notice to proceed. This performance period is □ mandatory □ negotiable.

The contractor must furnish any required performance and payment bonds?  □ Yes  □ No

If bond(s) is/are required, contractor must provide said bond(s) within n/a calendar days after award.

Additional solicitation requirements:
A. Sealed offers, in original only, to perform the work required are due at the place specified above by 3:00p.m. local time on 11/17/2017. This is not a sealed bid solicitation, offers will not be publicly opened at that time.
B. An offer guarantee □ is □ is not required.
C. All offers are subject to the work requirements and other provisions and clauses incorporated in this solicitation in full text or by reference.
D. Offers providing less than □ 30 □ 60 □ 90 calendar days for bid acceptance after the date offers are due will not be considered and will be rejected.
## Section 2: Offer Section

<table>
<thead>
<tr>
<th>Name, address, and phone number of respondent:</th>
<th>Remittance address (if different):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate contact info (e-mail, web site, etc.):</td>
<td>Fax number:</td>
</tr>
</tbody>
</table>

The respondent agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the ESLHA within the time frame noted below.

Total cost of the work:  
Additional offer materials □ are □ are not attached to this form.

Respondent guarantees that this offer will remain valid for _______ calendar days after offer is due to ESLHA.
Failure to insert any number means the respondent accepts the minimum number on page one.

Respondent agrees to furnish any required performance and payment bonds.

## Acknowledgement of Amendments
(The respondent acknowledges receipt of amendments to the solicitation. Give number and date for each.)

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Date received</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name and title of person authorized to sign offer:</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

## Section 3: Award Section
(To be completed by ESLHA)

Items accepted:

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Accounting and appropriation data:</th>
</tr>
</thead>
</table>

Submit invoices to address on page one.
Check below only if this award constitutes other than full and open competition pursuant to:  
☐ 10 U.S.C. 2304 (c)  ☐ 41 U.S.C. 253 (c)

Administered by:
Payment will be made by:

Contracting Officer will select one of the two options below:

☐ Negotiated Agreement — (Contractor is required to sign this document and return three (3) copies to the ESLHA.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form, and any continuation sheets, for the consideration stated in this contract. The rights and or obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated herein by reference or attached to this contract.

☐ Award — (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the ESLHA solicitation, (b) your offer, and (c) this contract award. No further contractual document is necessary.

| Name and title of person authorized to sign offer: | ESLHA Contracting Officer:  
Elizabeth Tolliver, Executive Director |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

Date
### QSP 17-QVUP
(This Form Must Be Returned)

#### PART A: (UNIT PRICE LIST)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>U/M</th>
<th>Highrise / Flats</th>
<th>Townhomes</th>
<th>Rowhouses</th>
<th>Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance I (not less than $12.00 per hour)</td>
<td>100</td>
<td>Hours</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance II (not less than $12.00 per hour)</td>
<td>100</td>
<td>Hours</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Maintenance III (not less than $12.00 per hour)</td>
<td>100</td>
<td>Hours</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Painting Services:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Full-unit; 0-bedroom (Efficiency)</td>
<td>10</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Full-unit; 1-bedroom</td>
<td>80</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Full-unit; 2-bedroom</td>
<td>100</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Full-unit; 3-bedroom</td>
<td>80</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Full-unit; 4-bedroom</td>
<td>25</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Full-unit; 5-bedroom</td>
<td>5</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Cleaning Services:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>0-bedroom (Efficiency)</td>
<td>10</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>1-bedroom</td>
<td>80</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>2-bedroom</td>
<td>100</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>3-bedroom</td>
<td>80</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>4-bedroom</td>
<td>25</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>5-bedroom</td>
<td>5</td>
<td>Units</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Sub-Totals**

<table>
<thead>
<tr>
<th></th>
<th>Highrise / Flats</th>
<th>Townhomes</th>
<th>Rowhouses</th>
<th>Single Family Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Grand Total** (tally of sub-total columns) $

Based on these estimates project your:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>%</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Overhead (based on grand total)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Profit (based on grand total)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Bid** (grand total plus O & P) $
QSP 17-QVUP  
(This Form Must Be Returned)

PART B: (UNIT PRICE LIST)

1. The following is the list of Prices for other services referenced in the solicitation and which is an integral part of the pricing form.

<table>
<thead>
<tr>
<th>OTHER SERVICES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of wallpaper, border or decorations (Per Room)</td>
<td>$</td>
</tr>
<tr>
<td>Un-Boarding-Boarding (Per Room)</td>
<td>$</td>
</tr>
<tr>
<td>Strip, Wax, Buff Floor (Sq. Ft.)</td>
<td>$</td>
</tr>
<tr>
<td>Tile Replacement (Sq. Ft.)</td>
<td>$</td>
</tr>
<tr>
<td>PERSONNEL (Davis Bacon)</td>
<td></td>
</tr>
<tr>
<td>Laborers Rate</td>
<td>$</td>
</tr>
<tr>
<td>Carpenters Rate</td>
<td>$</td>
</tr>
<tr>
<td>Painters Rate</td>
<td>$</td>
</tr>
<tr>
<td>Plumbers Rate</td>
<td>$</td>
</tr>
</tbody>
</table>

SUPPLIES/MATERIALS MARK UP PERCENTAGE %

2. ACCEPTANCE

A. In submitting this pricing form, it is understood that ESLHA reserves the right to reject any and all offerors. If written notice of the acceptance of the quote is mailed, faxed, e-mailed or delivered to the undersigned within thirty (30) days after the opening thereof, the undersigned agrees to perform all work as prescribed herein.

B. The Contracting Officer may waive minor informalities or allow the Offeror to correct them depending on which actions is in the best interest of the housing authority. Minor informalities are matters of form rather than substance, evident from the solicitation document, or insignificant mistakes that can be waived or corrected without prejudice to the other offerors: That is; the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

C. This offer shall be open to acceptance and is irrevocable for thirty (30) days from the solicitation closing date.
1. Preparation of Offers
(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
(c) Offers for services other than those specified will not be considered.

2. Submission of Offers
(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations
(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
(b) Offerors shall acknowledge receipt of any amendments to this solicitation by
   (1) signing and returning the amendment;
   (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, letter or telegram, or
   (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors
Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor
(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
   (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
   (2) Have a satisfactory performance record;
   (3) Have a satisfactory record of integrity and business ethics;
   (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
   (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers
(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
   (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
   (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
   (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
   (4) Is the only offer received.
(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addresser is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addresser" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including telexgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by the offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and
(4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insures that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]
1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) [ ] is, [ ] is not a small business concern. “Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. “Women-owned,” as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans

[ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bid/offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror’s organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)(2) above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor’s organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor’s objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled “Organizational Conflict of Interest.”

7. Offeror’s Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

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

1) Non-construction contracts (without maintenance) greater than $100,000 - use Section I;

2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than $2,000 but not more than $100,000 - use Section II; and

3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 - use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.

(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.

(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.

(d) "Day" means calendar days, unless otherwise stated.

(e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above, (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.

(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the 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.

Section I - Page 1 of 6

form HUD-5370-C (10/2006)
(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 this Contract.

6. 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.

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III. Labor Standards Provisions, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as not to impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.
   (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
   (b) For purposes of paragraph (b)(ii)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
   (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
      (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
      (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
      (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
      (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
      (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
   (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.
   (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of:
      (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
      (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
   (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
   (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
   (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.
   (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
      (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
      (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
   (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
   (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
16. **Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. **Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. **Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims, suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. **Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. **Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. **Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

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

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

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

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

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

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

22. 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.
General Conditions for Non-Construction Contracts
Section II – (With Maintenance Work)

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

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

Section II – Labor Standard Provisions for All Maintenance Contracts greater than $2,000

1. Minimum Wages
(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
   (1) The work to be performed by the classification required is not performed 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 in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds
The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract, 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) 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 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.

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;

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

(iii) 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 journeymen 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 journeymen 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).

(ii) 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.

(iii) 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
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.
Form W-9
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  □ Individual/Sole proprietor  □ Corporation  □ Partnership
□ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) □ Exempt payee
□ Other (see instructions) □

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester’s name and address (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II  Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have not been notified by the IRS that you are not subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income or a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners’ share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity.
Debarment Certification

The undersigned Offeror/contractor/vendor certifies that it has not been debarred, suspended or subjected to a Limited Denial of Participation (LDP) by the U. S. Government and will not, under this contract agreement, hire, contract with or otherwise do business directly or indirectly, with contractors or individuals who have been debarred, suspended or subjected to a Limited Denial of Participation (LPD) by the U. S. Government.

Firm Name

Signature

Printed Name

Title

Date
Title: Maintenance Mechanic I

General Statement of Duties:
Performs grounds and building maintenance, and minor repairs including but not necessarily limited to the following: patching/repairing holes, painting, minor carpentry, minor electrical and minor plumbing.

Key Duties:

1. Responsible for cleaning and maintaining Housing Authority grounds, including but not limited to grass cutting, trimming bushes and foliage, raking and removing leaves and debris, and snow removal.

2. Performs indoor cleaning duties including but not limited to sweeping, mopping, and polishing of floors, stairways, elevators, changing of light bulbs; vacuuming and cleaning carpets, cleaning of appliances, walls, ceilings, windows, other household surfaces, cleaning of trash chute doors inside/out, cleaning of vacant units.

3. Performs outdoor cleaning duties including but not limited to trash removal, removal of bulk debris; sweeping of curbs and walks, power washing, leaf and snow/ice removal as necessary. Informs Asset Property Manager of resident yards with trash and other conditions which adversely affect the overall appearance of the development.

4. Maintains grounds through the safe, effective and efficient use of walk behind and riding mowers, weed eaters, edgers, leaf blowers, hedge trimmers, and other lawn care and landscape equipment.

5. Exercise knowledge in the maintenance of grounds and janitorial maintenance techniques, methods, and materials.

6. Checks playground equipment and performs minor repairs as necessary at playground sites within the development to insure safety of the equipment.

7. Ability to handle minor repairs including but not limited to replace smoke and carbon monoxide detectors, outlet receptacles, repair and/or replace interior door handsets, repair and/or replace light fixtures/light bulbs, and patch and repair minor holes in walls.

8. Repair, replace and/or install window/storm door screens.

9. Unclog bath or kitchen fixtures, drains or sewer lines.
10. Preparation and painting of interior and exterior areas.

11. Practices safety precautions and is safety conscious at all times.

12. Stores and maintains tools, supplies and materials, etc.
Title: Maintenance Mechanic II

General Statement of Duties:
Performs minor and major, emergency, and preventive maintenance activities, as detailed in the key duties section.

Key Duties:

1. Patch and/or replace walls and ceilings damaged by leakage, breakage, etc.

2. Repairing, installing windows, screens, doors, storm doors, caulking, railings, vents, siding, gutters, downspouts and roofing.

3. Repair or replacement of plumbing fixtures, such as sinks, commodes, water valves and pipes.

4. Unclog bath or kitchen fixtures and drain or sewer lines.

5. Preparation and painting of interior and exterior areas in a timely and efficient manner.

6. Repairing and cleaning stoves, refrigerators, furnaces, hot water tanks, air conditioners, and other mechanical equipment or appliances.

7. Repair or replacement of light fixtures, switches, receptacles, circuit breakers, fans, and other electrical apparatus.

8. Maintain, repair, and/or replace gas or electrical residential heating and cooling equipment including filters, controls, and blower motors.

9. General grounds maintenance including trash removal, lawncare including cutting, raking and removal of grass, weeds and debris and weed cutting, trimming and removal. Maintains grounds through the safe, effective and efficient use of walk behind and riding mowers, weed eaters, edgers, leaf blowers, hedge trimmers, and other lawn care and landscape equipment.

10. Repair and installation of locks, interior cabinets, medicine chest, shelves, flooring, base molding, shades, curtain rods, and any related hardware.

11. Complete vacant unit preparation, including tear-out, repairs to bring the unit to the state where it can be occupied and preliminary and final cleaning.

12. May be assigned tasks from the Maintenance Specialist Job Description to the extent deemed qualified by the Property Manager.
13. Assists manager with the development of janitorial, groundskeeper and/or maintenance contract specifications.

14. Practices safety precautions and is safety conscious at all times.
Title: Maintenance Mechanic III

General Statement of Duties:
Performs highly skilled maintenance service including, plumbing, HVAC, electrical, carpentry installation and repair on ESLHA property and equipment.

Key Duties:

1. Performs work on heating, ventilation, air conditioning, and refrigeration systems.

2. Constructs walls, ceilings or floors out of wood, metal studs or joints, hang drywall, tape seams, sand prepping for painting.


4. Patch and repair roofing shingles and damaged flashing on one story dwelling units to abate emergency leaks and damages.

5. Repair or replace pipes including inside walls, ceiling and floors.

6. Repairs and replaces commercial and residential commodes, face bowls, toilets, urinals, tubs, showers, control valves and other plumbing fixtures.

7. Roll, brush and spray paint, re-plaster damaged plastered walls, apply textured and popcorn finishes/coatings on walls and ceiling areas using or operating hoppers and paint spraying equipment.

8. Checks for and corrects gas or water leaks or other problems. Repair or replace furnace units, plenums, duct work and accessories, a/c condenser units, A-coils, and case coils, sump and water circulating pumps.

9. Remove and replace damaged circuit breakers and burned wires, replace wire for branch circuits from electrical service panels to new or existing components or other apparatus.

10. Licensed to add and recover refrigerants from a/c condenser units and refrigerators adhering to EPA refrigerant recycling guidelines and safely operating required equipment to achieve refrigerant recovery for storage and transfer or disposal.

11. Assists in the development of service and repair contract specifications. Advance knowledge and understanding of underground drainage pipe sewer systems, some reading and understanding of basic building plans
and blue prints, operating commercial sewer equipment for removing plumbing drain pipe restrictions, knowledgeable of shutting off and restoring public water, electrical power and central heating supplies and boiler systems for all developments.

12. Completes work orders, work sheets, time sheets and other required documents on a timely basis.

13. Measure, order and properly install kitchen counter tops, tub units, vanity tops and medicine cabinets, remove and re-tiling entire floors, wooden sub-floors, install or hang exterior and interior doors and jams, replace and repair commercial and residential door locks and equipment.

14. Ability to make all repairs of damages needed to completely restore or renovate a vacant unit/apartment.

15. May assist in the inspection of ESLHA units and taking inventory of ESLHA equipment.

16. Some knowledge of maintenance and minor repair of gasoline operated equipment.

17. Takes all steps possible to ensure property conservation. Makes recommendations to improve property conservation.

18. Provides training for less skilled personnel. Counsels and advises and staff on maintenance issues.

19. Practices safety precautions and is safety conscious at all times.

20. Performs all key duties of a Maintenance Mechanic.
General Decision Number: IL170007 09/22/2017 IL7

Superseded General Decision Number: IL20160007

State: Illinois

Construction Types: Building and Residential

Counties: Madison and St. Clair Counties in Illinois.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) & RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 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 $10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0                   | 01/06/2017
1                   | 01/13/2017
2                   | 01/27/2017
3                   | 02/10/2017
4                   | 03/10/2017
5                   | 03/24/2017
6                   | 04/07/2017
7                   | 04/28/2017
8                   | 05/12/2017
9                   | 05/19/2017
10                  | 07/07/2017
11                  | 07/14/2017
12                  | 07/21/2017
13                  | 07/28/2017
14                  | 08/04/2017
15                  | 08/18/2017
16                  | 08/25/2017
17                  | 09/01/2017
18                  | 09/06/2017
19                  | 09/15/2017
20                  | 09/22/2017

ASBE0001-003 10/05/2015

| Rates | Fringes |
---|---|
ASBESTOS WORKER/HEAT & FROST
INSULATOR: | $38.36 | 21.41 |

BOIL0363-001 01/01/2017

| Rates | Fringes |
---|---|
BOILERMAKER: | $36.50 | 29.89 |

BRI10008-006 08/01/2016

| Rates | Fringes |
---|---|
Bricklayer, Caulker, Cleaner, Pointer & Stonemason (including Marble Mason, Tile Layer): | $32.73 | 21.45 |

CARP0560-002 05/29/2017

ST. CLAIR COUNTY
CARPENTER (Lather, Piledriver, and Millwright)

Building..........................$ 37.35 16.85
Residential..........................$ 28.61 16.85

Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer)..................$ 32.33 16.77

ELEC0309-005 08/28/2017

MADISON COUNTY (Remainder) and ST. CLAIR COUNTIES

ELECTRICIAN

Building .........................$ 39.79 50.35%
Residential .....................$ 34.54 46.13%

* ELEC0309-014 09/01/2017

ELEC0649-003 09/01/2017

MADISON COUNTY (Area West of a North-South line 1 mile East of the West boundaries of Edwardsville, Fort Russell & Moro Towns and North of Hwy 66 West to Mississippi River)

ELECTRICAL LOW VOLTAGE WIRING INSTALLER

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

ELEC0649-003 09/01/2017

ELECTRICAL LOW VOLTAGE WIRING INSTALLER

Installation, service, and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and

https://www.wdol.gowdol/scafiles/davisbacon/IL7.dvb?v=20
telephone interconnect,  
field programming,  
inventory control systems,  
microwave transmission,  
multi-media, multiplex,  
radio page, school,  
tercom and sound burglar  
alarms and low voltage  
master clock systems........$ 31.87  
16.13  
ELECTRICIAN  
Building Construction.......$ 41.15  
21.60  
Residential Construction  
(Up to and including a six  
family apartment building,  
but excluding multi-  
buidling apartment  
complexes or apartment  
buildings that have  
commercial stores or  
professional quarters in  
conjunction with  
commercial ventures such  
as nursing homes, motels,  
inc.).........................$ 22.75  
10.62  
ELEV0083-003 01/01/2017  
Rates Fringes  
ELEVATOR MECHANIC..............$ 47.07  
31.585+a+b  
FOOTNOTES:  
a) Employer contributes 8% of regular basic hourly rate as  
as vacation pay credit for employees with more than 5 years  
of service, and 6% for less than 5 years of service  
b) Eight paid holidays: New Year’s Day, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day Friday after  
Thanksgiving Day, Veterans’ Day and Christmas Day.  
ENG10520-003 08/01/2017  
Rates Fringes  
POWER EQUIPMENT OPERATOR  
Group 01..........................$ 36.20  
31.35  
Group 02..........................$ 35.07  
31.35  
Group 03..........................$ 30.59  
31.35  
Group 04..........................$ 30.65  
31.35  
Group 05..........................$ 30.32  
31.35  
Group 06..........................$ 38.75  
31.35  
Group 07..........................$ 39.05  
31.35  
Group 08..........................$ 39.33  
31.35  
Group 09..........................$ 37.20  
31.35  
Group 10..........................$ 38.20  
31.35  
Group 11..........................$ 38.20  
31.35  
Group 12..........................$ 39.20  
31.35  
POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops,  
Clamshells or Derrick Boats, Pile Drivers, Crane-Type  
Backhoes, Asphalt Plant Operators, Concrete Plant  
Operators, Dredges, Asphalt Spreading Machines, Screws on  
Asphalt Spreading Machines, All Locomotives, Cable Ways or  
Tower Machines, Hoists, Hydraulic Backhoes, Ditching  
Machines, or Backfiller, Cherrypickers, overhead Cranes,  
Roller, Steam or Gas, Concrete Pavers, Excavator Concrete  
Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps,  
Derrick Type Drills, Boat Operators, Motor Graders or  
Pusher, Scoops or Tombapulls, Bulldozers, Endloaders or  
Fork Lifts, Power Blade or Elevating Graders, Winch Cats,  
Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or  
Painting Machines, Asphalt Plant Engineer, Journeyman  
Lubricating Engineer, Drills (other than derrick type), Mud  
Jacks, or Well Drilling Machines, Boring Machines or Track  
Jacks, Mixers, Conveyors (two), Air Compressors (two) Water
Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobs, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skidders, ice elevators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, roast carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grove machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transmiers) heavy transport units and all Operators (except those listed below).

Group 2: Assistant Operators

GROUP 3: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 4: Firemen on Whirleys and Asphalt Spreader Oilier; Heavy Equipment Oiliers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant Oilier and Black Top Plant Oilier

GROUP 5: Oilers

GROUP 6: Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft

GROUP 7: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 8: Operators on equipment with Booms, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

GROUP 9: Certified crane Operators, Below 17.5 tons, when requested by the Contractor or required by the Owner.

GROUP 10: Certified crane Operators 17.5 tons and above, when requested by the Contractor or required by the Owner.

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

IRON#392-004 08/01/2017

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<thead>
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<th>Fringes</th>
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<tbody>
<tr>
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<td>$ 32.25</td>
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LAB08044-001 08/01/2017

MADISON COUNTY (Southwest)
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LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LAB00100-001 08/01/2017

ST CLAIR COUNTY (East St. Louis, Alcoa, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, Fairmont City, French Village, Midway, Maplewood, National City)

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<tr>
<td>LABORERS</td>
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<td>Group 3</td>
<td>$32.29</td>
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</table>

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker, Hod Carrier

GROUP 3 - Dynamite Man

LAB00218-002 08/01/2017

MADISON COUNTY (Northwest)

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</table>

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker

GROUP 3 - Dynamite Man

LAB00338-001 08/01/2017

MADISON COUNTY (Westside)

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</table>

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker
Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABORERS

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<tbody>
<tr>
<td>Group 1</td>
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<td>Group 3</td>
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<td>22.45</td>
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</table>

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

ST. CLAIR COUNTY (South)

LABORERS

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<tr>
<td>Group 3</td>
<td>$30.13</td>
<td>24.61</td>
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</table>

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

ST. CLAIR COUNTY (Northeast)

LABORERS

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<tr>
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<td>Group 3</td>
<td>$29.55</td>
<td>25.19</td>
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</table>

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

ST. CLAIR COUNTY (Eastside)

LABORERS

<table>
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<tr>
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<tr>
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<td>26.87</td>
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<td>Group 3</td>
<td>$27.87</td>
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</tbody>
</table>
LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

Group 3 - Dynamite Man

----------------------------------------
PAIN0058-005 05/01/2017

Rates Fringes

PAINTER
    Building.................... $ 31.25  17.12
    Residential.................. $ 29.95  17.12

Epoxy or Toxic-Lead-Based Paint Work-$1.00 Premium

----------------------------------------
PAIN0513-003 11/01/2016

BOND, CALHOUN, CLINTON, GREENE, JACKSON, JERSEY, MACOUPIN (Southside), MADISON, MARION, MONROE, PERRY, RANDOLPH, ST. CLAIR, AND WASHINGTON COUNTIES

Rates Fringes

GLAZIER......................... $ 33.40  24.80

----------------------------------------
PLAS0090-003 08/01/2017

Rates Fringes

CEMENT MASON.................... $ 33.90  24.25

PLASTERER...................... $ 31.00  18.95

TERRAZZO WORKER/SETTER........ $ 17.55  0.00

TILE SETTER.................... $ 11.70  1.605

----------------------------------------
PLUM0101-002 07/01/2017

ST. CLAIR COUNTY (BELLEVILLE, FAYETTEVILLE, FREESBURG, LEBANON, LENZBERG, MASCOUTAH, MARISSA, MILLSTADT, NEW ATHENS, SCOTT AFB, SHILOH, SMITHON, ST. LIBORY, SUMMERFIELD, and SWANSEE)

Rates Fringes

PLUMBER/PIPEFITTER............. $ 39.05  15.875

----------------------------------------
PLUM0360-002 07/01/2017

MADISON (GRANITE CITY & SOUTHERN HALF OF COUNTY) and ST. CLAIR (EAST ST. LOUIS & VIC.) COUNTIES

Rates Fringes

PLUMBER...................... $ 39.10  15.55

----------------------------------------
PLUM0439-001 01/01/2016

MADISON (Grant City and Southern Half of County) and ST. CLAIR (East St. Louis and Vic) Counties

Rates Fringes

Steamfitter..................... $ 38.75  17.39

----------------------------------------
PLUM0553-002 01/01/2017

MADISON COUNTY (North of East - West which is one mile North of South line of Chouteau, Edwardsville, Oak, Marine, and Saline Townships)

Rates Fringes
PLUMBER/PIPEFITTER............. $ 41.41

FOOTNOTES:

A. 4 HOURS PAID FOR CHRISTMAS EVE IF HOLIDAY FALLS ON MONDAY THRU FRIDAY.

--------------------------------------------------------------------------------------------------
ROOF0002-004 03/01/2017

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ROOFER.................................. $ 32.00 17.57

--------------------------------------------------------------------------------------------------
SFIL0268-001 09/01/2017

WITHIN A 30 MILE RADIUS OF ST. LOUIS, MO

<table>
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Sprinkler Fitters............... $ 43.31 23.27

--------------------------------------------------------------------------------------------------
SFIL0669-001 04/01/2017

REMAINDER OF COUNTIES

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SPRINKLER FITTER.................. $ 41.37 18.99

--------------------------------------------------------------------------------------------------
SHEE0268-002 07/01/2017

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<tbody>
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Sheet Metal Worker

Building........................... $ 34.27 20.20
Residential....................... $ 23.12 12.23

--------------------------------------------------------------------------------------------------
TEAM0050-003 05/01/2017

ST CLAIR COUNTY

<table>
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</table>

TRUCK DRIVER

Group 1.............................. $ 36.26 18.51
Group 2.............................. $ 36.77 18.51
Group 3.............................. $ 37.05 18.51
Group 4.............................. $ 37.36 18.51
Group 5.............................. $ 38.35 18.51

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

--------------------------------------------------------------------------------------------------
TEAM0525-002 05/01/2017

https://www.wdol.gov/wdol/scafiles/davisbacon/Il.7.dvb?v=20
MADISON COUNTY

Rates Fringes

TRUCK DRIVER

Group 1......................$ 36.26 18.51
Group 2......................$ 36.77 18.51
Group 3......................$ 37.05 18.51
Group 4......................$ 37.36 18.51
Group 5......................$ 38.35 18.51

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

-----------------------------------------------------

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

-----------------------------------------------------

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

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

-----------------------------------------------------

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "Identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers
A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers local 0198. The next number, 005 in this 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-CH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. CH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----------------------------WAGE DETERMINATION APPEALS PROCESS-----------------------------

1.) Has there been an initial decision in the matter? This can be:
   * an existing published wage determination
   * a survey underlying a wage determination
   * a Wage and Hour Division letter setting forth a position on a wage determination matter
   * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.
With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION
THE HOUSING AUTHORITY OF THE CITY OF EAST ST. LOUIS

LETTER OF INTENT FOR SUBCONTRACTOR PARTICIPATION

RFQ No. _______________________________________

Name of Prime Contractor _______________________________________

Project Name _______________________________________

<table>
<thead>
<tr>
<th>NAME OF SUB CONTRACTOR(S)</th>
<th>MBE/WBE</th>
<th>ADDRESS/TELEPHONE FEDERAL ID NUMBER</th>
<th>TYPE OF WORK ELECTRICAL, PAVING, ETC &amp; CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED</th>
<th>AGREED PRICE</th>
</tr>
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The undersigned will enter into a formal agreement with the Sub Contract(s) for work listed in this schedule conditioned upon execution of a contract with the Agency.

Signature: _______________________________________

Date: ________________________________

Title: _______________________________________
