



Quotes for Small Purchases

QSP2019-0025

Cambridge Place Restoration/Remodel Repairs & Unit Turn

Services @ 502B Brawley Street

Issued on January 29, 2019

THE HOUSING AUTHORITY OF THE CITY OF SPARTANBURG

REGINAL BARNER INTERIM CEO

1.0 Introduction to Bidders:

Pre-bid walk through: Due on February 12, 2019 @ 2:00 pm
Deadline to Submit: Due on February 19, 2019
Deadline to Submit Questions: February 15, 2019

Contact Person: Nathan Bragg
Telephone #(864) 598-6035
E-mail: nbragg@shasc.org

How to Obtain the information: Requested by interested Bidders

Qualified Quote Submittal: Three bound “hard copy” in hand or e-mailed quotes must be received by no later than 2:00 pm per date mentioned above.

1.0 The Agency’s Reservation for Rights. The Agency reserves the right to:

- 1.1 Right to reject, Waive, or Terminate the Bid. Reject any or all quotes, to waive any informality in the Bid process, or to terminate the bid process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award. Not award a contract pursuant to this Bid
- 1.3 Right to Terminate. Terminate a contract awarded pursuant to this Quote, at any time for its convenience upon 10 days written notice to the Contractor(s) and in compliance with HUD’s procurement handbook CFR 85.3, Rev 2.
- 1.4 Right to Determine Time & Location. Determine the days, hours and locations that the successful bidder (hereinafter, “Contractor”) shall provide the services called for in the agreed upon scope of work.
- 1.5 Right to Retain Quotes. 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 Agency Contracting Officer (CO)
- 1.6 Right to Negotiate. Negotiate the fees quoted by the bidder entity.
- 1.7 Right to Reject Any Quote. Reject and not consider any quote that does not meet the requirements of this bid, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services
- 1.8 No Obligation to Compensate. The Agency has no obligation to compensate any bidder for any costs incurred in responding to this bid.

- 1.9 Right to Prohibit. At any time during the BID or contract process, the AGENCY may prohibit any further participation by the bidder or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the internet system and downloading this document, each prospective bidder is thereby agreeing to the BID by all terms and conditions listed within this document and within the noted Internet System. Furthermore, the Bidder agrees that he/she will inform the CO in e-mail within five days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels the need to be addressed. Failure to submit by this time noted above shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.10 Right to award multiple contracts: Spartanburg Housing shall intend to award this contract to a single source, but can at the discretion of the Authority award multiple contracts.
- 1.11 Term of contract: This will be a onetime installation of the proposed scope of work. Length of terms will be determined by successful bidder by the signed task order.
- 1.12 Right to determine **Responsive Bidder**: After bid submittal the procurement office will determine if the bidders have submitted the basic bid requirements found in the **bid submittal**. The procurement office can determine by the number of submittals if they can waive informalities or determine the bidder to non-responsive.
- 1.13 Right to determine **Responsible Bidder**: A potential vendor, who has submitted a complete bid, after the qualifications reviewed by an evaluation team, has been determined by Procurement department & CO to be Responsible and potentially a vendor for the possible contract award.

2.0 Scope of Work

Statement of Work:

Spartanburg Housing Authority is looking for qualified licensed restoration and unit turn contractors capable of restoration repairs, paint and cleaning services at the fire burned unit at 502B Brawley Street in a professional turn key service. The bidder must be able to submit a South Carolina's General Contractors license. The unit turn services can be subcontracted, if so, the bidder will be required to submit a subcontractors list to be included under the "Other Information and Addenda section of their bid submittal.

Spartanburg Housing Authority Statement Additional scope of work

All carpets and under flooring pertaining to the carpet in the unit 502B upstairs and downstairs, will be removed and replaced with LVP Laminate Vinyl Planking with a wood finish, color and type submitted by bidder and approved by Authority. Three areas upstairs and two downstairs will require transitions to be installed to bring the new LVP up or down to meet the existing flooring. Bidders shall verify all required measurements at the pre-bid walk through noted above. A separate line item pricing will be included in the Bid Form for this scope of work. Refer to floor plan drawings attached as Appendix A- page 23 of this scope of work.

Insurance Claim scope of work

Quality Claim Services, Inc.
2434 Hudson Road, Suite 223
Greer, SC 29650

Tax ID 58-2274762

502BBRAWLEY

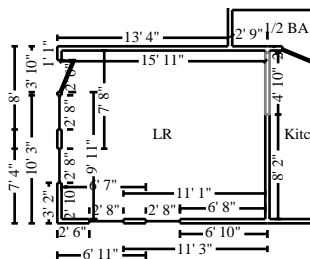
1st Floor

Main Level

Main Level

| DESCRIPTION | QTY |
|---|---------|
| 1. Temporary toilet (per month) | 2.00 MO |
| 2. Dumpster load - Approx. 12 yards, 1-3 tons of debris | 1.00 EA |
| 3. Clean ductwork - Interior (PER REGISTER) | 8.00 EA |

NOTES:



LR

Height: 8'

| | |
|---------------------------|--------------------------|
| 433.11 SF Walls | 209.57 SF Ceiling |
| 642.68 SF Walls & Ceiling | 209.57 SF Floor |
| 23.29 SY Flooring | 53.33 LF Floor Perimeter |
| 58.17 LF Ceil. Perimeter | |

Missing Wall - Goes to Floor

4' 10" X 6' 8"

Opens into KITCHEN

| DESCRIPTION | QTY |
|---|-----------|
| 4. Clean the walls - Heavy | 433.11 SF |
| 5. Clean window unit (per side) 10 - 20 SF | 2.00 EA |
| 6. R&R Window blind - PVC - 1" - 20.1 to 32 SF | 2.00 EA |
| 7. R&R Vinyl plank flooring | 209.57 SF |
| 8. Clean baseboard - Heavy | 53.33 LF |
| 9. Clean base shoe | 53.33 LF |
| 10. Clean light fixture | 1.00 EA |
| 11. Seal/prime then paint the walls and ceiling (2 coats) | 642.68 SF |
| 12. Clean door (per side) | 2.00 EA |
| 13. Paint door slab only - 2 coats (per side) | 2.00 EA |
| 14. Paint baseboard - two coats | 53.33 LF |
| 15. Clean cold air return cover | 1.00 EA |

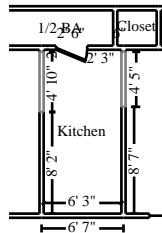
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Greer, SC 29650

Tax ID 58-2274762

CONTINUED - LR

| DESCRIPTION | QTY |
|--|---------|
| 16. Clean door (per side) | 2.00 EA |
| 17. Paint door/window trim & jamb - 2 coats (per side) 2 doors, 2 windows | 4.00 EA |
| 18. Clean door hardware - Heavy | 1.00 EA |
| 19. Clean ceiling fan and light - Heavy | 1.00 EA |

NOTES:



| Kitchen | Height: 8' |
|------------------------------|------------------------------|
| 249.00 SF Walls | 82.29 SF Ceiling |
| 331.29 SF Walls & Ceiling | 82.29 SF Floor |
| 9.14 SY Flooring | 29.58 LF Floor Perimeter |
| 38.83 LF Ceil. Perimeter | |
| Missing Wall - Goes to Floor | 4' 10" X 6' 8" Opens into LR |
| Missing Wall - Goes to Floor | 4' 5" X 6' 8" Opens into DR |

| DESCRIPTION | QTY |
|---|----------|
| 20. R&R Vinyl plank flooring - High grade | 82.29 SF |
| 21. R&R Heat/AC register - Mechanically attached | 1.00 EA |
| 22. R&R Outlet or switch cover | 6.00 EA |
| 23. R&R Batt insulation - 4" - R15 - paper faced | 64.00 SF |
| 24. R&R Base shoe | 29.58 LF |
| 25. R&R Baseboard - 3 1/4" | 29.58 LF |
| 26. R&R 1/2" drywall - hung, taped, floated, ready for paint wall | 64.00 SF |
| 27. Clean refrigerator - interior and exterior - Heavy | 1.00 EA |

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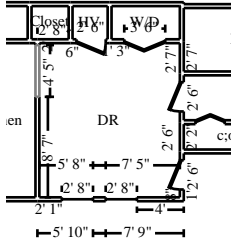
Tax ID 58-2274762

CONTINUED - Kitchen

| DESCRIPTION | QTY |
|---|-----------|
| 28. R&R Microwave oven - over range w/built-in hood | 1.00 EA |
| 29. R&R Range - freestanding - electric | 1.00 EA |
| 30. R&R Range hood | 1.00 EA |
| 31. Cabinet knob or pull - Standard grade | 15.00 EA |
| 32. R&R Cabinetry - lower (base) units | 18.66 LF |
| 33. Countertop - Tile | 41.75 SF |
| 34. Countertop edge treatment - wood | 29.66 LF |
| 35. R&R Countertop subdeck - plywood | 41.75 SF |
| 36. Detach & Reset Sink faucet - Kitchen - Standard grade | 1.00 EA |
| 37. R&R Sink - single | 1.00 EA |
| 38. R&R Light fixture | 1.00 EA |
| 39. Seal/prime then paint part of the walls and ceiling (2 coats) | 251.29 SF |
| 40. R&R Cabinetry - upper (wall) units | 14.00 LF |
| 41. Seal & paint base shoe or quarter round | 29.58 LF |
| 42. Paint baseboard - two coats | 29.58 LF |
| 43. Seal/prime then paint the ceiling (2 coats) | 82.29 SF |
| 44. Clean acoustic ceiling (popcorn) texture | 82.29 SF |
| 45. R&R 110 volt copper wiring run, box and outlet | 1.00 EA |
| 46. Megohmmeter check electrical circuits - single circuit | 2.00 EA |
| 47. Clean light fixture - low detail - Heavy hanging lights | 3.00 EA |

NOTES:

Tax ID 58-2274762



Height: 8'

158.00 SF Ceiling
158.00 SF Floor
45.92 LF Floor Perimeter

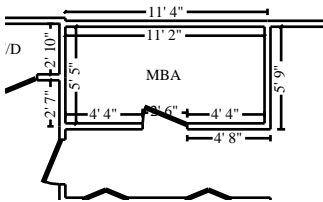
Opens into KITCHEN

| DESCRIPTION | QTY |
|---|-----------|
| 48. R&R Vinyl plank flooring - High grade | 158.00 SF |
| 49. R&R Heat/AC register - Mechanically attached | 2.00 EA |
| 50. R&R Outlet or switch cover | 3.00 EA |
| 51. R&R Base shoe | 45.92 LF |
| 52. R&R Baseboard - 3 1/4" | 45.92 LF |
| 53. Seal/prime then paint the walls and ceiling (2 coats) | 531.22 SF |
| 54. Seal & paint base shoe or quarter round | 45.92 LF |
| 55. Paint baseboard - two coats | 45.92 LF |
| 56. Paint the ceiling - one coat | 158.00 SF |
| 57. Exterior door - metal - insulated / wood - High grade | 1.00 EA |
| 58. R&R Wood door frame & trim (for a 2" x 4" wall) | 18.00 LF |
| 59. Seal & paint door/window trim & jamb - Large (per side) | 3.00 EA |
| 60. R&R Door lockset - exterior | 1.00 EA |
| damaged by FD | |
| 61. Paint door slab only - 2 coats (per side) | 2.00 EA |
| 62. R&R Window blind - PVC - 1" - 7.1 to 14 SF - High grade | 3.00 EA |
| door and 2 windows | |
| 63. Clean acoustic ceiling (popcorn) texture | 158.00 SF |
| 64. Clean window unit (per side) 10 - 20 SF | 2.00 EA |

NOTES:

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Greer, SC 29650

Tax ID 58-2274762



MBA

Height: 8'

265.33 SF Walls
325.82 SF Walls & Ceiling
6.72 SY Flooring
33.17 LF Ceil. Perimeter

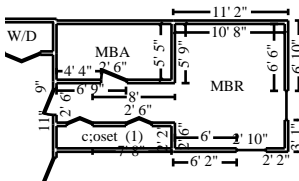
60.49 SF Ceiling
60.49 SF Floor
33.17 LF Floor Perimeter

DESCRIPTION

QTY

| | |
|---|-----------|
| 65. Clean the walls and ceiling - Heavy | 325.82 SF |
| 66. Clean floor, strip & wax | 1.00 SF |
| 67. Clean baseboard - Heavy | 33.17 LF |
| 68. Paint door slab only - 2 coats (per side) | 2.00 EA |
| 69. Clean base shoe | 33.17 LF |
| 70. Clean light fixture | 1.00 EA |
| 71. Seal/prime then paint the walls and ceiling (2 coats) | 325.82 SF |
| 72. Paint baseboard - one coat | 33.17 LF |
| 73. Clean bathroom fixtures | 1.00 EA |
| 74. Clean handicap grab bar - Light | 3.00 EA |
| 75. Clean mirror - Heavy | 6.00 SF |
| 76. Paint door/window trim & jamb - 2 coats (per side) | 2.00 EA |

NOTES:



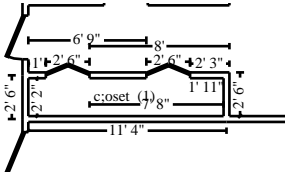
MBR

Height: 8'

548.00 SF Walls
720.97 SF Walls & Ceiling
19.22 SY Flooring
68.50 LF Ceil. Perimeter

172.97 SF Ceiling
172.97 SF Floor
68.50 LF Floor Perimeter

Tax ID 58-2274762

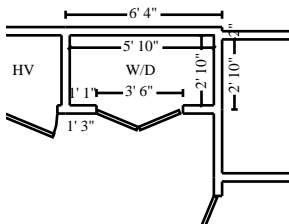


Height: 8'

| | |
|---------------------------|--------------------------|
| 213.33 SF Walls | 24.19 SF Ceiling |
| 237.53 SF Walls & Ceiling | 24.19 SF Floor |
| 2.69 SY Flooring | 26.67 LF Floor Perimeter |
| 26.67 LF Ceil. Perimeter | |

| DESCRIPTION | QTY |
|---|-----------|
| 77. R&R Smoke detector | 1.00 EA |
| 78. Clean the walls and ceiling - Heavy | 958.50 SF |
| 79. Clean window unit (per side) 10 - 20 SF | 1.00 EA |
| 80. R&R Window blind - PVC - 1" - 7.1 to 14 SF | 1.00 EA |
| 81. Clean floor, strip & wax | 1.00 SF |
| 82. Clean baseboard - Heavy | 95.17 LF |
| 83. Clean base shoe | 95.17 LF |
| 84. Clean light fixture | 1.00 EA |
| 85. Seal/prime then paint the walls and ceiling (2 coats) | 958.50 SF |
| 86. Clean door (per side) | 4.00 EA |
| 87. Paint door slab only - 2 coats (per side) | 4.00 EA |
| 88. Paint baseboard - one coat | 95.17 LF |
| 89. Paint door/window trim & jamb - 2 coats (per side) | 3.00 EA |

NOTES:



Height: 8'

| | |
|---------------------------|--------------------------|
| 138.67 SF Walls | 16.53 SF Ceiling |
| 155.19 SF Walls & Ceiling | 16.53 SF Floor |
| 1.84 SY Flooring | 17.33 LF Floor Perimeter |
| 17.33 LF Ceil. Perimeter | |

| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|

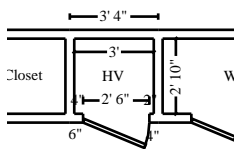
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CONTINUED - W/D

| DESCRIPTION | QTY |
|--|-----------|
| 90. Clean fixtures | 1.00 EA |
| 91. Clean outlet or switch | 2.00 EA |
| 92. Clean the walls and ceiling - Heavy | 155.19 SF |
| 93. Clean floor, strip & wax | 1.00 SF |
| 94. Clean baseboard - Heavy | 17.33 LF |
| 95. Paint bifold door set - slab only - 2 coats (per side) | 4.00 EA |
| 96. Clean base shoe | 17.33 LF |
| 97. Clean light fixture | 1.00 EA |
| 98. Seal/prime then paint the walls and ceiling (2 coats) | 155.19 SF |
| 99. Clean door - bifold set (per side) | 4.00 EA |
| 100. Paint baseboard - one coat | 17.33 LF |
| 101. Clean dryer vent | 1.00 LF |
| 102. Paint door/window trim & jamb - 2 coats (per side) | 2.00 EA |
| 103. Clean door hardware - Heavy | 2.00 EA |

NOTES:



HV

Height: 8'

93.33 SF Walls
101.83 SF Walls & Ceiling
0.94 SY Flooring
11.67 LF Ceil. Perimeter

8.50 SF Ceiling
8.50 SF Floor
11.67 LF Floor Perimeter

| DESCRIPTION | QTY |
|--|-----------|
| 104. Clean the walls and ceiling - Heavy | 101.83 SF |
| 105. Clean floor, strip & wax | 1.00 SF |

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1/14/2019

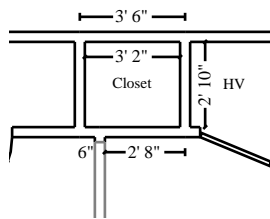
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CONTINUED - HV

| DESCRIPTION | QTY |
|--|-----------|
| 106. Clean baseboard - Heavy | 11.67 LF |
| 107. Paint door slab only - 2 coats (per side) | 2.00 EA |
| 108. Clean base shoe | 11.67 LF |
| 109. Clean light fixture | 1.00 EA |
| 110. Seal/prime then paint the walls and ceiling (2 coats) | 101.83 SF |
| 111. Clean door (per side) | 2.00 EA |
| 112. Paint baseboard - one coat | 11.67 LF |
| 113. Paint door/window trim & jamb - 2 coats (per side) | 2.00 EA |

NOTES:



Closet

Height: 8'

| | |
|---------------------------|--------------------------|
| 96.00 SF Walls | 8.97 SF Ceiling |
| 104.97 SF Walls & Ceiling | 8.97 SF Floor |
| 1.00 SY Flooring | 12.00 LF Floor Perimeter |
| 12.00 LF Ceil. Perimeter | |

| DESCRIPTION | QTY |
|--|-----------|
| 114. Clean the walls and ceiling - Heavy | 104.97 SF |
| 115. Clean floor, strip & wax | 1.00 SF |
| 116. Clean baseboard - Heavy | 12.00 LF |
| 117. Paint door slab only - 2 coats (per side) | 2.00 EA |
| 118. Clean base shoe | 12.00 LF |
| 119. Clean light fixture | 1.00 EA |
| 120. Seal/prime then paint the walls and ceiling (2 coats) | 104.97 SF |
| 121. Clean door - bifold set (per side) | 4.00 EA |

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1/14/2019

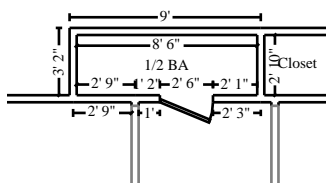
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Greer, SC 29650

Tax ID 58-2274762

CONTINUED - Closet

| DESCRIPTION | QTY |
|---|----------|
| 122. Paint baseboard - one coat | 12.00 LF |
| 123. Paint door/window trim & jamb - 2 coats (per side) | 2.00 EA |
| 124. Clean door hardware - Heavy | 1.00 EA |

NOTES:

| | 1/2 BA | Height: 8' |
|--|--|--|
|  | 181.33 SF Walls 205.42 SF Walls & Ceiling 2.68 SY Flooring 22.67 LF Ceil. Perimeter | 24.08 SF Ceiling 24.08 SF Floor 22.67 LF Floor Perimeter |

| DESCRIPTION | QTY |
|---|-----------|
| 125. Clean the walls and ceiling - Heavy | 205.42 SF |
| 126. Clean floor, strip & wax | 1.00 SF |
| 127. Clean baseboard - Heavy | 22.67 LF |
| 128. Paint bifold door set - slab only - 2 coats (per side) | 4.00 EA |
| 129. Clean base shoe | 22.67 LF |
| 130. Clean light fixture | 1.00 EA |
| 131. Seal/prime then paint the walls and ceiling (2 coats) | 205.42 SF |
| 132. Clean door - bifold set (per side) | 4.00 EA |
| 133. Paint baseboard - one coat | 22.67 LF |
| 134. Clean bathroom fixtures | 1.00 EA |
| 135. Clean handicap grab bar - Light | 3.00 EA |
| 136. Clean mirror - Heavy | 6.00 SF |

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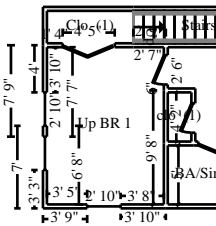
CONTINUED - 1/2 BA

| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|

NOTES:

2 nd Floor

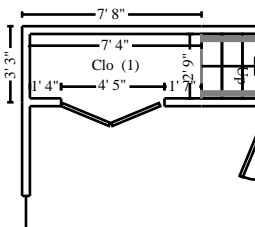
Main Level



Up BR 1

Height: 8'

| | |
|---------------------------|--------------------------|
| 372.00 SF Walls | 132.22 SF Ceiling |
| 504.22 SF Walls & Ceiling | 132.22 SF Floor |
| 14.69 SY Flooring | 46.50 LF Floor Perimeter |
| 46.50 LF Ceil. Perimeter | |



Subroom: Clo (1)

Height: 8'

| | |
|---------------------------|--------------------------|
| 139.33 SF Walls | 20.17 SF Ceiling |
| 159.50 SF Walls & Ceiling | 20.17 SF Floor |
| 2.24 SY Flooring | 17.42 LF Floor Perimeter |
| 17.42 LF Ceil. Perimeter | |

Missing Wall

2' 9" X 8'

Opens into STAIRS

| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|

| | |
|--|----------|
| 137. Clean window unit (per side) 10 - 20 SF | 2.00 EA |
| 138. Clean window blind - horizontal or vertical - Heavy | 33.70 SF |
| 16.85 SF per window | |
| 139. Clean and deodorize carpet | 1.00 SF |
| 140. Clean baseboard - Heavy | 63.92 LF |
| 141. Clean base shoe | 63.92 LF |

502BBRAWLEY

1/14/2019

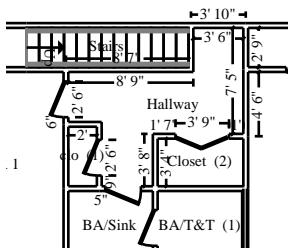
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CONTINUED - Up BR 1

| DESCRIPTION | QTY |
|--|-----------|
| 142. Clean light fixture | 1.00 EA |
| 143. Seal/prime then paint the walls and ceiling (2 coats) | 663.72 SF |
| 144. Clean door (per side) | 4.00 EA |
| 145. Paint door slab only - 2 coats (per side) | 4.00 EA |
| 146. Paint baseboard - one coat | 63.92 LF |
| 147. Paint door/window trim & jamb - 2 coats (per side) | 4.00 EA |
| 2 windows and 2 door trims | |

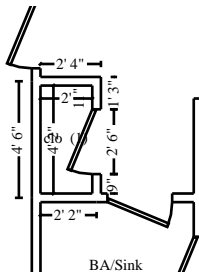
NOTES:



Hallway

Height: 8'

| | |
|---------------------------|--------------------------|
| 373.33 SF Walls | 75.07 SF Ceiling |
| 448.40 SF Walls & Ceiling | 75.07 SF Floor |
| 8.34 SY Flooring | 46.67 LF Floor Perimeter |
| 46.67 LF Ceil. Perimeter | |



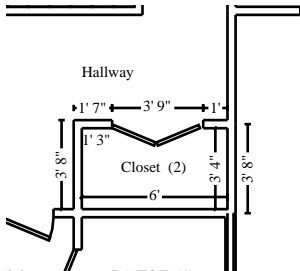
Subroom: clo (1)

Height: 8'

| | |
|---------------------------|--------------------------|
| 98.67 SF Walls | 8.33 SF Ceiling |
| 107.00 SF Walls & Ceiling | 8.33 SF Floor |
| 0.93 SY Flooring | 12.33 LF Floor Perimeter |
| 12.33 LF Ceil. Perimeter | |

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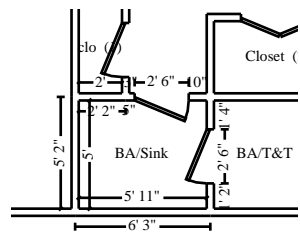
Subroom: Closet (2)

Height: 8'

| | |
|---------------------------|--------------------------|
| 149.33 SF Walls | 20.00 SF Ceiling |
| 169.33 SF Walls & Ceiling | 20.00 SF Floor |
| 2.22 SY Flooring | 18.67 LF Floor Perimeter |
| 18.67 LF Ceil. Perimeter | |

| DESCRIPTION | QTY |
|--|-----------|
| 148. R&R Smoke detector | 1.00 EA |
| 149. Clean the walls and ceiling - Heavy | 724.74 SF |
| 150. Clean window unit (per side) 10 - 20 SF | 1.00 EA |
| 151. R&R Window blind - PVC - 1" - 7.1 to 14 SF | 1.00 EA |
| 152. Clean floor, strip & wax | 1.00 SF |
| 153. Clean baseboard - Heavy | 77.67 LF |
| 154. Clean base shoe | 77.67 LF |
| 155. Clean light fixture | 1.00 EA |
| 156. Seal/prime then paint the walls and ceiling (2 coats) | 724.74 SF |
| 157. Clean door (per side) | 4.00 EA |
| 158. Paint door slab only - 2 coats (per side) | 4.00 EA |
| 159. Paint baseboard - one coat | 77.67 LF |
| 160. Paint door/window trim & jamb - 2 coats (per side) | 3.00 EA |

NOTES:



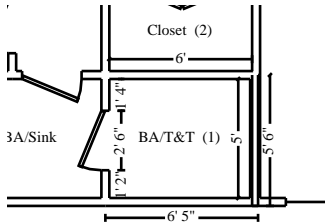
BA/Sink

Height: 8'

| | |
|---------------------------|--------------------------|
| 174.67 SF Walls | 29.58 SF Ceiling |
| 204.25 SF Walls & Ceiling | 29.58 SF Floor |
| 3.29 SY Flooring | 21.83 LF Floor Perimeter |
| 21.83 LF Ceil. Perimeter | |

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Subroom: BA/T&T (1)

Height: 8'

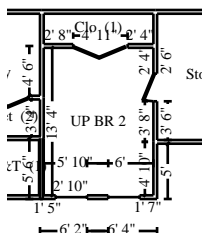
| | |
|---------------------------|--------------------------|
| 174.67 SF Walls | 29.58 SF Ceiling |
| 204.25 SF Walls & Ceiling | 29.58 SF Floor |
| 3.29 SY Flooring | 21.83 LF Floor Perimeter |
| 21.83 LF Ceil. Perimeter | |

DESCRIPTION

QTY

| | |
|---|-----------|
| 161. Clean the walls and ceiling - Heavy | 408.50 SF |
| 162. Clean floor, strip & wax | 1.00 SF |
| 163. Clean baseboard - Heavy | 43.67 LF |
| 164. Paint bifold door set - slab only - 2 coats (per side) | 4.00 EA |
| 165. Clean base shoe | 43.67 LF |
| 166. Clean light fixture | 1.00 EA |
| 167. Seal/prime then paint the walls and ceiling (2 coats) | 408.50 SF |
| 168. Clean door - bifold set (per side) | 4.00 EA |
| 169. Paint baseboard - one coat | 43.67 LF |
| 170. Clean bathroom fixtures | 1.00 EA |
| 171. Clean handicap grab bar - Light | 3.00 EA |

NOTES:



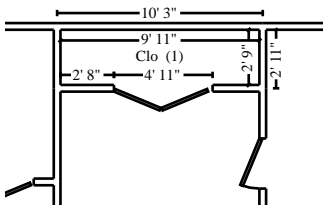
UP BR 2

Height: 8'

| | |
|---------------------------|--------------------------|
| 372.00 SF Walls | 132.22 SF Ceiling |
| 504.22 SF Walls & Ceiling | 132.22 SF Floor |
| 14.69 SY Flooring | 46.50 LF Floor Perimeter |
| 46.50 LF Ceil. Perimeter | |

Quality Claim Services, Inc.
2434 Hudson Road, Suite 223
Greer, SC 29650

Tax ID 58-2274762



Subroom: Clo (1)

Height: 8'

202.67 SF Walls
229.94 SF Walls & Ceiling
3.03 SY Flooring
25.33 LF Ceil. Perimeter

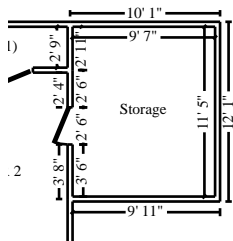
27.27 SF Ceiling
27.27 SF Floor
25.33 LF Floor Perimeter

DESCRIPTION

QTY

| | |
|--|-----------|
| 172. Clean window unit (per side) 10 - 20 SF | 2.00 EA |
| 173. Clean window blind - horizontal or vertical - Heavy | 33.70 SF |
| 16.85 SF per window | |
| 174. Clean and deodorize carpet | 1.00 SF |
| 175. Clean baseboard - Heavy | 71.83 LF |
| 176. Clean base shoe | 71.83 LF |
| 177. Clean light fixture | 1.00 EA |
| 178. Seal/prime then paint the walls and ceiling (2 coats) | 734.16 SF |
| 179. Clean door (per side) | 4.00 EA |
| 180. Paint door slab only - 2 coats (per side) | 4.00 EA |
| 181. Paint baseboard - one coat | 71.83 LF |
| 182. Paint door/window trim & jamb - 2 coats (per side) | 4.00 EA |
| 2 windows and 2 door trims | |

NOTES:



Storage

Height: 8'

336.00 SF Walls
445.41 SF Walls & Ceiling
12.16 SY Flooring
42.00 LF Ceil. Perimeter

109.41 SF Ceiling
109.41 SF Floor
42.00 LF Floor Perimeter

DESCRIPTION

QTY

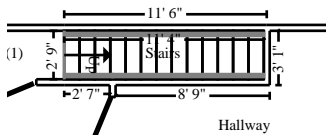
Quality Claim Services, Inc.
2434 Hudson Road, Suite 223
Greer, SC 29650

Tax ID 58-2274762

CONTINUED - Storage

| DESCRIPTION | QTY |
|--|-----------|
| 183. Clean the walls and ceiling - Heavy | 445.41 SF |

NOTES:

| | | |
|--|---------------------------|--------------------------|
|  | Stairs | Height: 17' |
| | 305.33 SF Walls | 31.17 SF Ceiling |
| | 336.50 SF Walls & Ceiling | 57.41 SF Floor |
| | 6.38 SY Flooring | 30.91 LF Floor Perimeter |
| | 25.42 LF Ceil. Perimeter | |

Missing Wall **2' 9" X 17'** **Opens into CLO**

| DESCRIPTION | QTY |
|--|-----------|
| 184. Clean window unit (per side) 10 - 20 SF | 2.00 EA |
| 185. Clean window blind - horizontal or vertical - Heavy | 33.70 SF |
| 16.85 SF per window | |
| 186. Clean and deodorize carpet | 1.00 SF |
| 187. Clean baseboard - Heavy | 30.91 LF |
| 188. Clean base shoe | 30.91 LF |
| 189. Clean light fixture | 1.00 EA |
| 190. Seal/prime then paint the walls and ceiling (2 coats) | 336.50 SF |
| 191. Clean door (per side) | 4.00 EA |
| 192. Paint door slab only - 2 coats (per side) | 4.00 EA |
| 193. Paint baseboard - one coat | 30.91 LF |
| 194. Paint door/window trim & jamb - 2 coats (per side) | 4.00 EA |
| 2 windows and 2 door trims | |

Quality Claim Services, Inc.
2434 Hudson Road, Suite 223
Greer, SC 29650

Tax ID 58-2274762

CONTINUED - Stairs

| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|

NOTES:

Labor Minimums Applied

| DESCRIPTION | QTY |
|--|---------|
| 195. Floor cleaning labor minimum | 1.00 EA |
| 196. Heat, vent, & air cond. labor minimum | 1.00 EA |
| 197. Drywall labor minimum | 1.00 EA |
| 198. Plumbing labor minimum | 1.00 EA |
| 199. Insulation labor minimum | 1.00 EA |
| 200. Door labor minimum | 1.00 EA |
| 201. Finish hardware labor minimum | 1.00 EA |

NOTES:

Grand Total Areas:

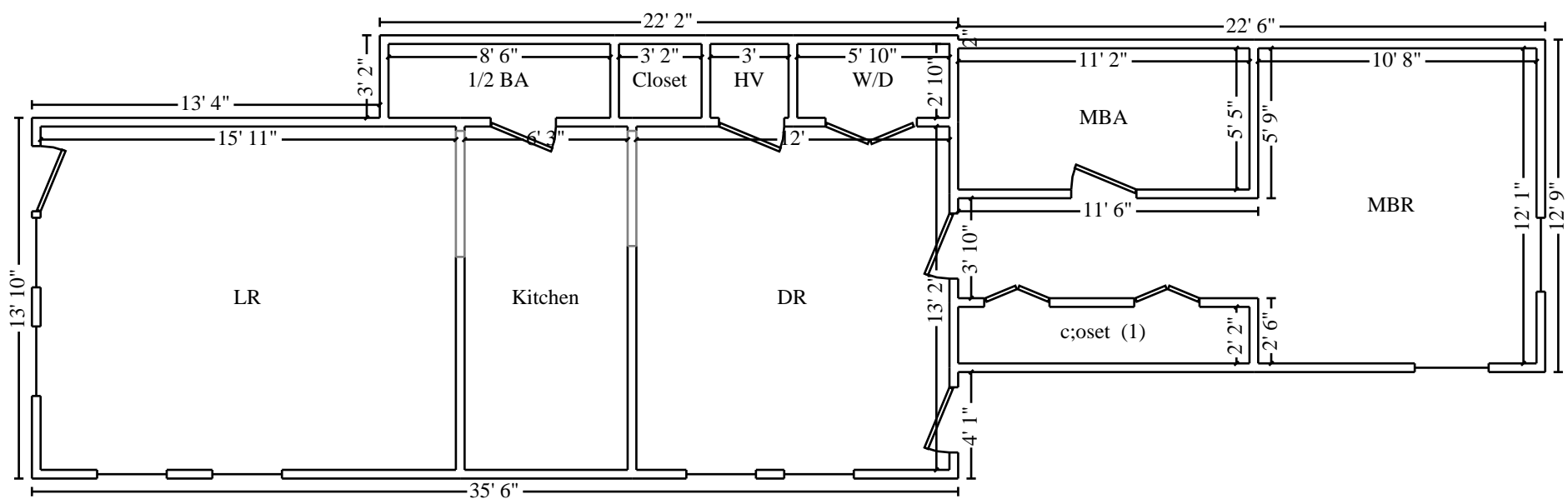
| | | | | | |
|----------|--------------------|----------|-----------------------------|----------|------------------------|
| 5,289.33 | SF Walls | 1,380.63 | SF Ceiling | 6,669.96 | SF Walls and Ceiling |
| 1,406.86 | SF Floor | 156.32 | SY Flooring | 650.83 | LF Floor Perimeter |
| 0.00 | SF Long Wall | 0.00 | SF Short Wall | 663.83 | LF Ceil. Perimeter |
| 1,406.86 | Floor Area | 1,540.22 | Total Area | 4,868.67 | Interior Wall Area |
| 2,435.25 | Exterior Wall Area | 270.58 | Exterior Perimeter of Walls | | |
| 0.00 | Surface Area | 0.00 | Number of Squares | 0.00 | Total Perimeter Length |
| 0.00 | Total Ridge Length | 0.00 | Total Hip Length | | |

Quality Claim Services, Inc.
2434 Hudson Road, Suite 223
Greer, SC 29650

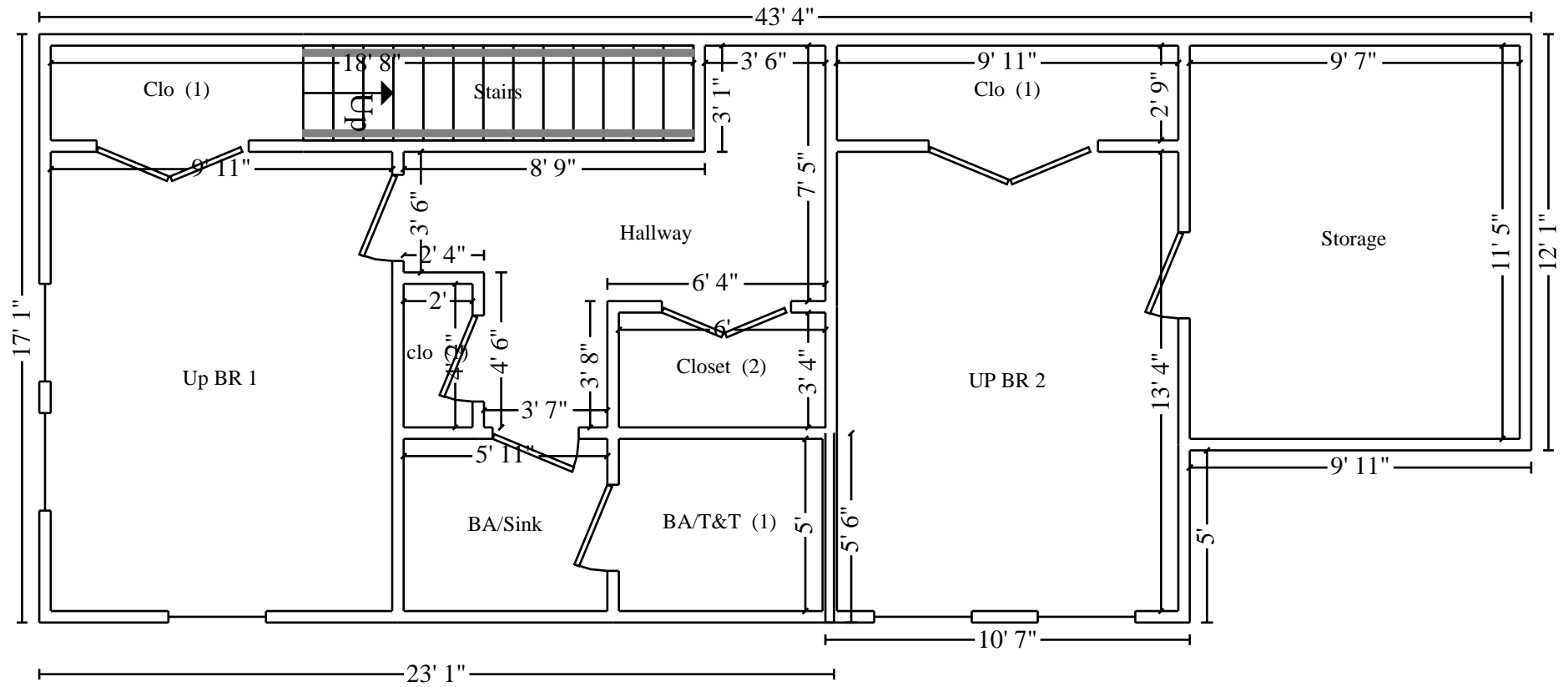
Tax ID 58-2274762

The following notice is required by law in several jurisdictions:

Any person who knowingly and with intent to defraud any insurance company submits an application or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime



Main Level

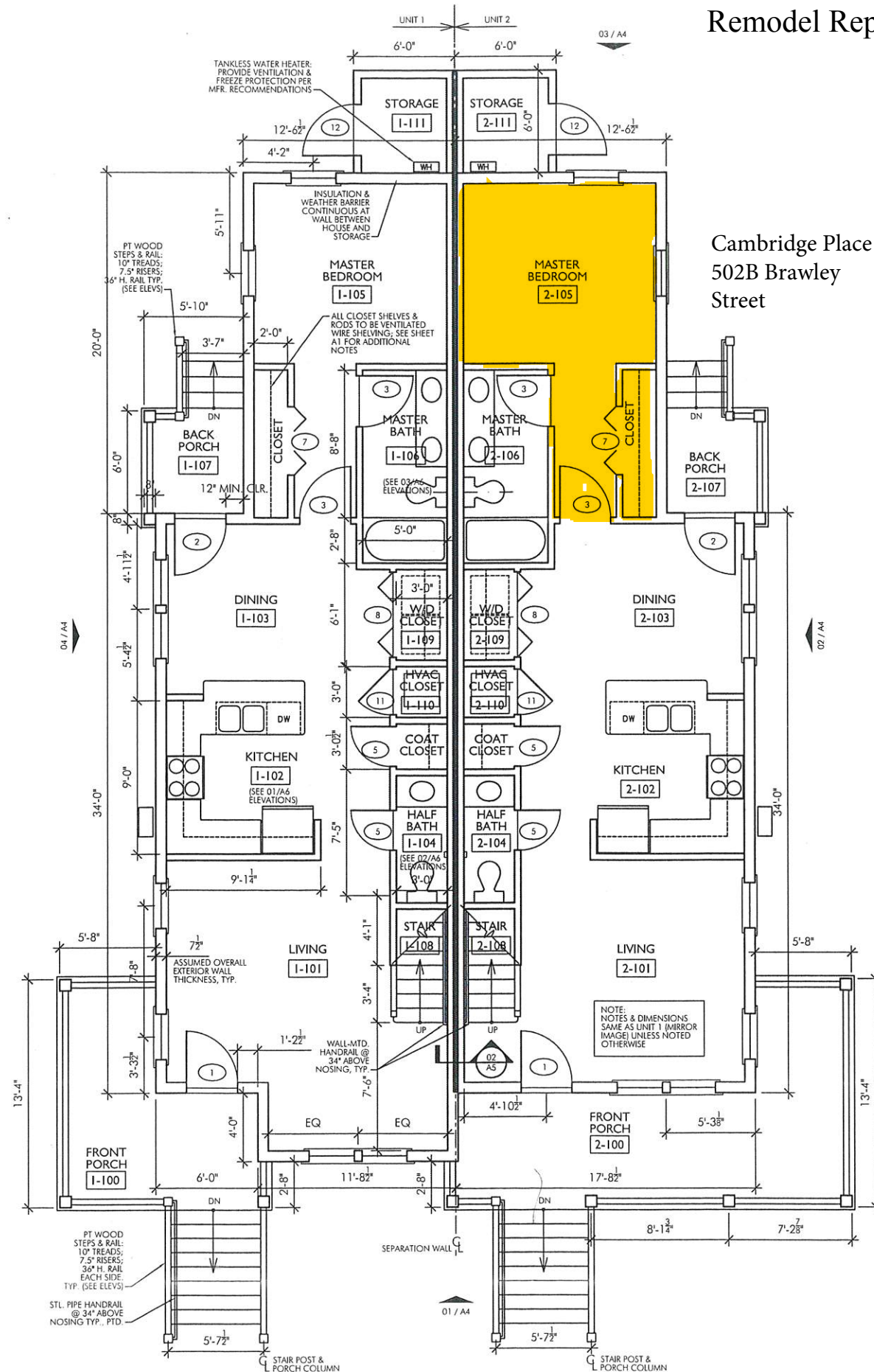


Main Level

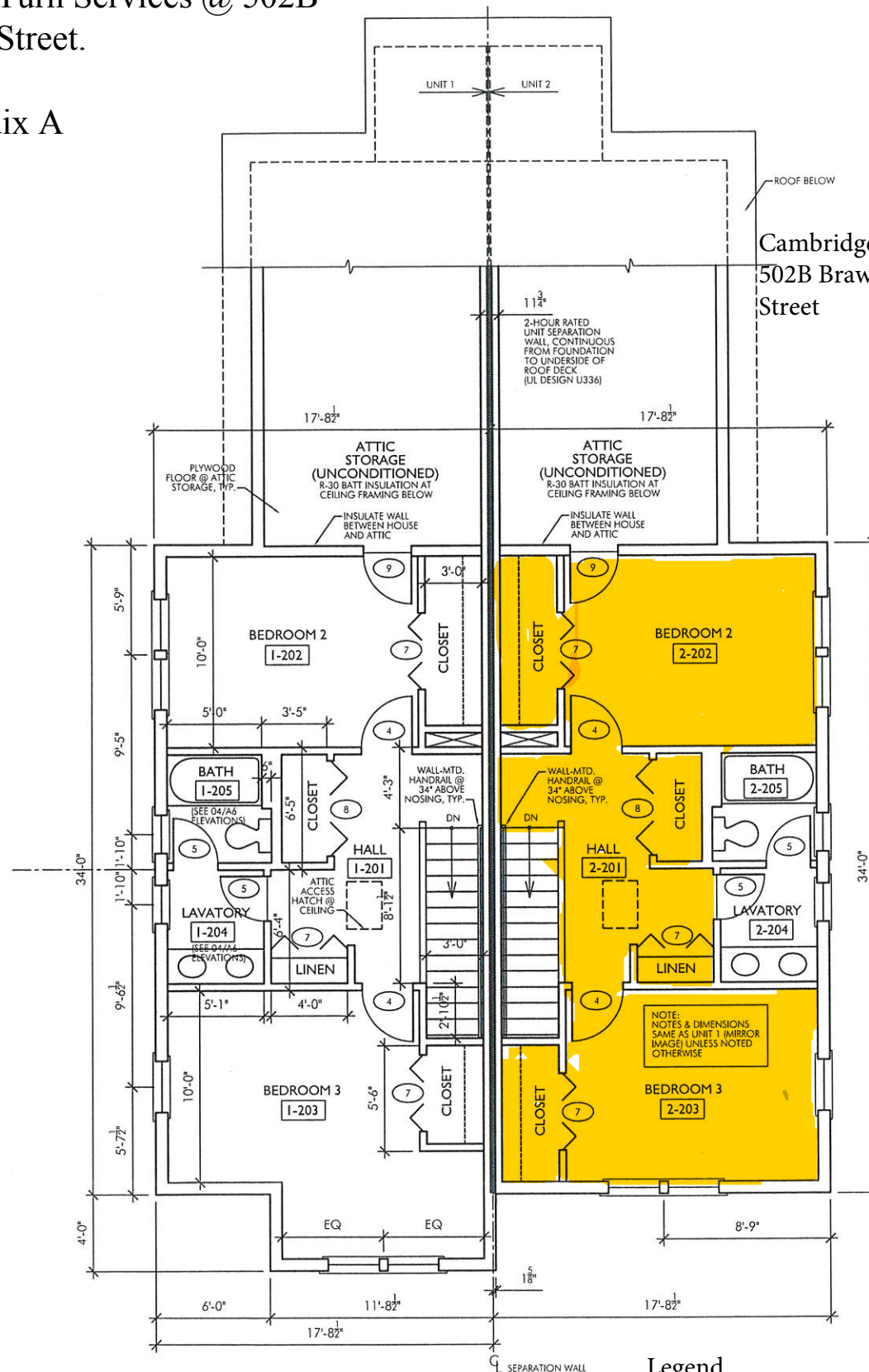
Appendix A

Cambridge Place
502B Brawley
Street


Cambridge Place
502B Brawley
Street



01 FIRST FLOOR PLAN
A2 SCALE: 1/4"=1'-0" (FULL-SIZE PLOT)
1/8"=1'-0" (HALF-SIZE 11X17)



Legend

 Carpeted areas to be removed
Reinstall new LVP plank
flooring

02 SECOND FLOOR PLAN
A2 SCALE: 1/4"=1'-0" (FULL-SIZE PLOT)
1/8"=1'-0" (HALF-SIZE 11X17)

CONSTRUCTION
DOCUMENTS FOR

DUPLEX
- TYPE A -

BRAWLEY STREET
SPARTANBURG, SC

| | |
|---------------------|-------------|
| BIZOT ARCHITECTS #: | 2012-09 |
| RELEASE: | 5 JUNE 2013 |
| REVISIONS: | |

FLOOR PLANS

A2
- TYPE A -
PERMIT SET

Bidder's responsibilities:

The bidder shall verify the following dimensions and submit detailed prices as stated in the Scope of Work. These prices submitted will held in check for a period up to 60 calendar days

All permits and meeting with City of Spartanburg will be obtained by the successful bidder prior to the notice to proceed if necessary.

All site preparations concerning equipment and staging will be the responsibility of the contractor

All damages by the contractor during this scope of work to any building and property will be the contractor's responsibility to fix and repair or compensate the property for the expense of getting the damages repaired at the contractor's expense.

3.0 Instructions to Bidders:

3.1 The Agency intends to retain the successful bidder pursuant to the "responsive, responsible lowest cost" and "best value basis" to the Agency. Therefore it is important to all bidders that they submit their bids in the following completed documents.

3.1.1 Bidder's Checklist

3.1.2 Form of Bid and Fee Sheets

3.1.3 HUD 5369 A (filled out and signed by bidder)

3.1.4 HUD 5370-EZ (filled out and signed the by bidder)

3.1.5 Section 3 Form

3.1.6 Davis Bacon Prevailing Wages for Spartanburg, SC.

3.1.7 Equal Employment Opportunity Statement

3.1.8 Non-Collusive Affidavit

3.1.9 SC General Contractors License

3.1.10 Certificate of Insurance & City Business License

3.1.11 Sample Task Order Form (Fee Simple Contract) (Omitted from submittal)

3.2 Do not omit documents listed above

3.3 Bidder's Checklist. This form is attached to this bid as Attachment A and must be filled out and signed by successful bidder to be considered for an award.

3.4 Entry of Proposed Bid: Each Bidder must enter where provided the proposed unit fees for each of the following pricing items. Such fees shall be all inclusive of all related costs that the "Bidder" will incur to provide the noted services mentioned above.

3.5 Quantities: All quantities and noted measurement entered by the Agency herein and within the corresponding pricing items are for calculating purposes only. The Agency intends to award one successful bidder, any amount of services the Agency requires.

3.6 Proposal Submission: All proposals must be submitted as noted above in Section 1.0

3.6.1 All bids shall be submitted to the following address:

2271 South Pine Street

Spartanburg, SC 29302

Attention: Procurement Dept. Cambridge Place Restoration/Remodel Repairs
& Unit Turn Services @ 502B Brawley Street QSP2019-0025

Or

By: Email: nbragg@shasc.org

*** The package exterior or tile page must clearly denote the above noted QSP number and must have the proposer's name and return address. All proposals submitted will be considered until a minimum of three qualified bidders submit.

3.7 Form of Bid and Fee Sheets: This form is attached hereto as Attachment B to this QSP document and incorporated herein by this reference. This 1-page form may increase to more pages detailing the pricing of the scope of work above. The bidder is required to submit the 1-page form as Attachment B with a note on the form if additional price breakdown of this bid form is included. **Note: Price breakdown with Additional fees sheets is encouraged by the bidder for the Agency to determine Cost efficiency in the bid.**

3.8 Form HUD 5369-A (11/1992) Representation, Certification, and Other Statement of Bidders: This form is attached hereto as Attachment C to this QSP document and incorporated herein by this reference. This 4-page document must be read, initialized (by the bidder) and submitted as a part of the bid.

3.9 Form HUD 5370-EZ (1/2014) General Conditions for Small Construction/Development Contracts: This form is attached hereto as Attachment D to this QSP document and incorporated herein by this reference. This 7-page document must be read, initialized (by the bidder) and submitted as a part of the bid.

3.10 Section 3 Form: This form must be filled out by the successful bidder and attached to the bid submittal as Attachment E to be considered in the bid. The successful bidder must not leave this portion off of their bid. They must state in the bidder's checklist if they are going to participate as the Section 3 business or not. *Note the successful bidder may option out of not participating in the bid as Section 3 bidder, but this does not relinquish the responsibility of the successful bidder to abide by federal requirements for awarded contracts under the Section 3 federal laws.*

3.11 Davis Bacon Prevailing Wages for Spartanburg, SC. As described by federal wage laws no Construction contract or work can be performed by any contractor that exceeds \$2,000 in value. This contract by the definition of service does fall into a Davis Bacon Wage Classification. Certified Payroll Reports will be required for this installation. The successful bidder will submit a current copy of the current prevailing wages for the Spartanburg County of South Carolina by going to the following website: <https://www.wdol.gov/dba.aspx>.

3.12 Equal Employment Opportunity Statement. This form, attached hereto as Attachment F, must be filled out and signed by the bidder for consideration.

3.13 Non-Collusive Affidavit. This form, attached hereto as Attachment G, must be filled out, notarized and signed by the bidder for consideration of bid award.

3.14 SC General Contractors License. The successful bidder will submit a current copy of the state of South Carolina General Contractors License.

3.15 Certificate of Insurance & City Business License. The successful bidder will submit a current copy of the

3.16 Sample of Task Order: This is the Agency's Task Order Form, attached hereto as Attachment H, which the successful bidder will go to work with a signed copy of this form before work is to begin. This form will not be required to submit.

3.17 Contractor Invoicing: The successful bidder will bill all invoices to the following address:

3.17.1 The Housing Authority of the City of Spartanburg,
Attn: Accounts payable
Jobsite: 502B Cambridge Place
Description: Cambridge Place Restoration/Remodel Repairs & Unit Turn
Services @ 502B Brawley Street QSP2019-0025
P.O. Box 2828
Spartanburg, SC 29304

4.0 Evaluation of Bids:

4.1 BID COST: This bid will be evaluated on the basis of the **lowest responsible and responsive** bidder. Pricing will be a large factor in the evaluation. **Note: Other factors listed below besides pricing will be determined to award this contract.**

4.2 Bidder's FORMS: A bidders list of these forms is listed below. **Do not omit any of these forms if the bidder wants to be responsive.** Refer to section 3.1 for details on the required forms to submit and the instructions for each

| |
|---|
| Title Page - Bidder's response with company logo. |
| Bidder's Checklist |
| Form of Bid and Attached fee sheets |
| HUD 5369-A (filled out and signed by bidder) |
| HUD 5370-EZ (filled out and signed by bidder) |
| Section 3 Form |
| Davis Bacon Prevailing Wages for Spartanburg, SC. |
| Equal Employment Opportunity Statement |
| Non-Collusive Affidavit |
| SC General Contractors License |
| Certificate of Insurance & City Business License |
| Note to bidder section 3.1.11 Task Order Form is a form Spartanburg Housing Authority uses and is not |

| |
|--|
| required for the contractor to submit in the submittal process |
|--|

4.3 Section 3 forms: The bidder is required to submit all Section 3 forms as part of this submittal. The bidder has the option not report any Section 3 activity they are not participating as detailed above in Section 3. **Note to Bidder: This doesn't relinquish the contractor of responsibility that the law requires the contractor to be willing to participate in a Section 3 Business plan, when a contract is signed and established with the successful bidder.**

5.0 Award to Contractor

5.1 Contract Form: The Agency will not execute a contract on the successful proposer's form—contracts will only be executed on the Agency's form (please see Sample Task Order attachment F and by submitting a bid the successful bidder agrees to do so.

5.2 Contract Period: The Agency anticipates that it will initially award a contract for a one time period of a 6 month contract between the successful bidder.

5.3 Licensing and Insurance Requirements: Prior to award (but not as a part of the BID submission) the successful proposer will be required to provide:

- 5.3.1 An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount; minimum of \$1,000,000 aggregate.
- 5.3.2 An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- 5.3.3 An original certificate showing the proposer's professional liability (if applicable) and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
- 5.3.4 An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$500,000/\$100,000 and

medical pay of \$5,000.

5.3.5 A copy of the proposer's business license allowing that entity to provide such services within the City of Spartanburg, South Carolina;

5.3.6 A copy of the bidder's General Contractor's license issued by the State of South Carolina licensing authority allowing the proposer to provide the services detailed herein.

5.4 Right to Negotiate Final Fees. The Agency shall retain the right to negotiate the amount of fees that are paid to the successful bidder, meaning the fees proposed by the lowest bidder may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has determined a responsive & responsible lowest bidder. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next lowest qualified bidder. The Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. First lowest qualified bidder, then next-lowest qualified bidder until a successful negotiation is reached)

Bidder's Checklist (Attachment A)

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" or emailed bid submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete the Section 3 Statement and the Bidder's Statement as noted below:

| X=ITEM INCLUDED | SUBMITTAL ITEMS <i>(Three copies of each bid, including one with original signatures)</i> |
|-----------------|---|
| _____ | Tab 1 Bidder's Checklist (Attachment A) |
| _____ | Tab 2 Form of Bid (Attachment B) |
| _____ | Tab 2 Bid Sheet (Attachment B-1) |
| _____ | Tab 3 Form HUD 5369-A (Attachment C) |
| _____ | Tab 4 Form HUD 5370-EZ (Attachment D) |
| _____ | Tab 5 Section 3 Business Preference Documentation (Optional; Attachment E) |
| _____ | Tab 6 Davis Bacon SC Spartanburg P.W. (Attachment F) |
| _____ | Tab 7 Equal Employment Opportunity Statement (Attachment G) |
| _____ | Tab 8 Non-Collusive Affidavit (Attachment H) |
| _____ | Tab 9 SC State General Contractors Licensing |
| _____ | Tab 10 Other Information & Addenda |

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 10, which priority are you claiming? _____.

BIDDER'S STATEMENT

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the noted sections to this IFB.

| | | | |
|-----------|------|--------------|---------|
| Signature | Date | Printed Name | Company |
|-----------|------|--------------|---------|

**FORM OF BID”
(ATTACHMENT B)**

(This Form must be fully completed and submitted per section 3.5 of this proposal.)

- A. Form of Bid:** Each bidder shall submit their total proposed fees on this form only, which shall be completed, signed and returned to the as described in Section 3.5.
- B. Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by the SHA where provided. Each proposer must enter where provided, the proposed unit fees for each of the following pricing items. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the noted services, including, but not limited to (unless otherwise stated herein): employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. Proposer must enter a proposed fee for the majority of pricing items (a "No Proposal" is not allowed for any item), though a "No Charge" is allowed for several of the pricing items.

| Item No. | Quantity | Price | Description |
|----------|----------|-------|---|
| 1 | 1 | \$ | Restoration/Remodel Repairs to 502 B, Brawley Street. |
| 2 | 1 | \$ | Unit Turn Services to 502B, Brawley Street |
| 3 | 1 | \$ | Carpet removal and LVP-Laminate Vinyl Planking Installed at 502B, Brawley St. |
| | | \$ | Total Bid Price |

- C. Quantities:** All quantities entered by the SHA herein and within the corresponding pricing items are for calculating purposes only. As may be further detailed herein, the SHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the SHA shall retain one proposer only and shall retain the right to order from that proposer (successful proposer), any amount of services the SHA requires.

Completed By: (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001)

Date: _____ Company: _____

Print Name: _____ Signature: _____

Office Number Mobile Number Email Address

Professional License Number(s)

“FORM OF BID”
(ATTACHMENT B-1)
(Extra Fee Sheets per proposer’s submittal)
(Sheet left intentionally left blank)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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| 4. Organizational Conflicts of Interest Certification | 2 |
| 5. Bidder's Certification of Eligibility | 2 |
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| 8. Indian-Owned Economic Enterprise and Indian Organization Representation | 2 |
| 9. Certification of Eligibility Under the Davis-Bacon Act | 3 |
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| 11. Clean Air and Water Certification | 3 |
| 12. Previous Participation Certificate | 3 |
| 13. Bidder's Signature | 3 |

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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 bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(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 than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and 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 \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) 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:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

13. 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

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

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.

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

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

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) **Payrolls and Basic Records.**

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

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) 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 exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Corporate Seal

Authorizing Name and Signature

Notary

Title

My term expires: _____

Signature

Date

Printed Name

HOUSING AUTHORITY OF THE CITY OF SPARTANBURG SC

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

| PROPOSED TYPE OF CONTRACT | APPROX. COST | PROPOSED TYPE OF CONTRACT | APPROX. COST |
|---------------------------|--------------|---------------------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID)

DATE: _____

Signature

Date

Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

| | PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing) | SECTION 3 WORKFORCE PROJECTION (Residents) | TOTAL PROJECTED WORKFORCE INCREASE |
|----------------|--|---|---|
| TRAINEES | | | |
| APPRENTICES | | | |
| JOURNEYPERSONS | | | |
| LABORERS | | | |
| SUPERVISORY | | | |
| SUPERINTENDENT | | | |
| PROFESSIONAL | | | |
| CLERICAL | | | |

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

Signature

Date

Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- 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 or 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 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.
- 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 (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 Enterprise. 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).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

| “X” = LESSOR OF: | |
|---|--|
| When the lowest responsive bid is less than \$100,000 | 10% of that bid, or \$9,000.00 |
| When the lowest responsive bid is at least: | |
| \$100,000.00, but less than \$200,000.00 | 9% of that bid, or \$16,000.00 |
| | |
| \$200,000.00, but less than \$300,000.00 | 8% of that bid, or \$21,000.00 |
| | |
| \$300,000.00, but less than \$400,000.00 | 7% of that bid, or \$24,000.00 |
| | |
| \$400,000.00, but less than \$500,000.00 | 6% of that bid, or \$25,000.00 |
| | |
| \$500,000.00, but less than \$1,000,000.00 | 5% of that bid, or \$40,000.00 |
| | |
| \$1,000,000.00, but less than \$2,000,000.00 | 4% of that bid, or \$60,000.00 |
| | |
| \$2,000,000.00, but less than \$4,000,000.00 | 3% of that bid, or \$80,000.00 |
| | |
| \$4,000,000.00, but less than \$7,000,000.00 | 2% of that bid, or \$105,000.00 |
| | |
| \$7,000,000.00, or more | 1.5% of the lowest responsive and responsible bid with no dollar limit |

General Decision Number: SC190061 01/04/2019 SC61

Superseded General Decision Number: SC20180068

State: South Carolina

Construction Type: Residential

County: Spartanburg County in South Carolina.

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 \$10.60 for calendar year 2019 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/04/2019

SUSC2016-004 10/18/2017

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER..... | \$ 15.65 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 14.69 | 0.00 |
| ELECTRICIAN..... | \$ 16.87 | 0.00 |
| LABORER: Common or General..... | \$ 13.10 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 18.85 | 0.00 |
| PAINTER (Brush and Roller)..... | \$ 13.49 | 0.00 |
| PLUMBER..... | \$ 15.88 | 0.00 |
| ROOFER..... | \$ 15.00 | 0.00 |

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 the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

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END OF GENERAL DECISION

Equal Employment Opportunity Statement (Attachment __)

Non-Discrimination Clause.

In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, Executive Order 11246 (September 24, 1965) as amended, the South Carolina Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the South Carolina Civil Rights Act (P.A. 1976 No. 453) and the South Carolina Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of South Carolina to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

In addition, 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, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Printed Name: _____
Signature _____

Company _____ Date _____

Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says

that he is _____.
(a partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

CITY OF SPARTANBURG, SOUTH CAROLINA

THE HOUSING AUTHORITY OF THE CITY OF SPARTANBURG, SOUTH
CAROLINA

or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true.

Signature of Bidder, if Bidder is an individual

Signature of Bidder, if Bidder is an individual

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me
this _____ day of _____
20____.

Notary Public

My commission expires _____

SHA Contract NO. 2019-0025 Cambridge Place Restoration/Remodel Repairs & Unit Turn Services @ 502B Brawley Street

TASK ORDER (TO) No.: 2019-0025

ORDERED BY (HA): Spartanburg Housing Authority (AUTHORITY)-Cambridge Place/Victoria Gardens
TELEPHONE: Victoria Gardens (864)-598-6133

CONTRACTOR: _____ **(CONTRACTOR) TELEPHONE:** _____
Email: _____

WORK REQUESTED: Restoration repairs, paint and cleaning services at the fire burned unit at 502B Brawley Street. See QSP scope or work attached as exhibit A

All restoration repairs, installations painting and cleaning services shall be in accordance to the specifications attached as Exhibit A below. The contractor selected will be responsible for the following:

The Contractor shall execute all work accordingly to this task order and the attached in Exhibit A
The Contractor shall perform and sign to requirements found in the HUD 5369-A & 5370-EZforms found in Exhibit "A".

The Contractor shall comply with all OSHA work place safety regulations and the Authority's safety standards.

The Contractor shall obtain all city building permits before work is to begin.

The Contractor agrees to send all payments of dated invoices to:

The Housing Authority of the City of Spartanburg
Accounts Payable Department
P.O. Box 2828
Spartanburg, SC 29304
Email: accountspayable@shasc.org

AGREED UPON: START DATE: 3/3/2019

COMPLETION DATE: 5/1/2019

CONTRACTOR'S PROPOSAL & ACKNOWLEDGMENT OF TASK ORDER

Attach on Contractor's form a full detail of all services to be completed.

| SERVICE | EST QTY | U/M | RATE | EXTENDED \$ |
|--|---------|------|---------------|---------------|
| 1. Restoration/Remodel Repairs to 502 B Brawley Street | 1 | Each | \$0.00 | \$0.00 |
| 2. Unit Turn Services to 502B Brawley Steet | 1 | Each | \$0.00 | \$0.00 |
| 3. Carpet removal and LVP planking installed at 502B, Brawley Steet. | 1 | Each | \$650 | \$0.00 |
| | | | TOTAL: | \$0.00 |

Comments: Any price modications per existing conditions shall be referenced to fee sheet breakdown attached and additional invoiced cost shall be informed by Contractor to the Authority. All additional cost not identified in the

fee sheet will be approved by the Authority on case by case basis. A contract modification to this task order will be approved and issued before additional work is to proceed. All additional labor plus material cost shall be clearly identified in the vendor's invoicing.

Contractor shall submit all (CPR) Certified Payroll Reports and sign offs from City building inspector before final payment is processed.

The Contract Documents shall be this Task Order, and Exhibit "A" which comprises of LPB's bid response and current SC Spartanburg County Wage Determinations.

Submitted By: _____

Signature

Date

Printed Name

Received by: _____

Signature

HA's EVALUATION OF CONTRACTOR'S WORK PERFORMANCE

1. Rate this Contractor's work performance: SATISFACTORY _____ NOT SATISFACTORY _____

2. Justification regarding rating of Contractor's work performance—JUSTIFICATION MUST BE COMPLETED IF RATED NOT SATISFACTORY. (Attach supplemental page if necessary):

Rated By:

Signature

Date

Printed Name