

# REQUEST FOR PROPOSALS

## VIDEO CAMERA SURVEILLANCE SYSTEM

Issue Date: February 8, 2021

RFP Number: 01-2021

Contact: Darrin J. Taylor

Submissions Must Be Received by: Wednesday March 3, 2021 at 10:00 am Local Time

### ADMINISTRATIVE INSTRUCTIONS

The Poplar Bluff Housing Authority is requesting formal proposals through the Request for Proposals process for the installation of video surveillance systems.

RFP's will be publicly received and registered on Wednesday March 3, 2021 at 10:00 am CDT at Poplar Bluff Housing Authority, 302 N. E. Street, Poplar Bluff, Missouri 63901. Late responses will not be accepted; and it is the responsibility of the proposers to ensure that proposals (including signed addenda) arrive in the Poplar Bluff Housing Authority's office by the date and time listed above. Poplar Bluff Housing Authority operating hours are Monday – Friday 8:00 am – 4:25 pm. No oral, telephonic, telegraphic, electronic (e-mail), or facsimile proposals or modifications will be considered. Proposals received after the submittal deadline will be rejected and will be returned to proposer unopened.

Complete RFP's packets can be downloaded from the Poplar Bluff Housing Authority web page at [www.pbhousing.org](http://www.pbhousing.org) RFP's may also be obtained at Poplar Bluff Housing Authority main office at 302 N. E. Street, Poplar Bluff, MO 63901 during regular business hours. Addenda will be posted to the website it is the proposer's responsibility to download addenda.

The Poplar Bluff Housing Authority reserves the right to accept or reject any or all responses to the issued RFP, to waive irregularities, technicalities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids.

The Poplar Bluff Housing Authority complies with all Equal Opportunity requirements. All qualified proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.



HOUSING AUTHORITY OF POPLAR BLUFF, MISSOURI

REQUEST FOR PROPOSALS  
SECURITY CAMERA SYSTEM

POPLAR BLUFF HOUSING AUTHORITY  
POPLAR BLUFF, MISSOURI

*Dear Potential Offeror:*

*The Housing Authority of Poplar Bluff, Missouri is soliciting proposals for:*

SOLITATION TYPE:	Request for Proposals (RFP)
DESCRIPTION:	Security Camera System for the Poplar Bluff Housing Authority
ISSUE DATE:	February 8, 2021
PRE-PROPOSAL CONFERENCE DATE AND TIME:	February 17, 2021 10:00 AM Local Time
PRE-PROPOSAL CONFERENCE LOCATION:	PBHA Office 302 North E Street PO Box 1009 Poplar Bluff, Missouri 63902
SITE VISIT LOCATION, DATE & TIME:	PBHA Office 302 North E Street PO Box 1009 Poplar Bluff, MO 63902 February 17, 2021 10:00 AM Local Time
PROPOSAL DUE DATE & TIME:	March 3, 2021 10:00 AM Local Time
PROPOSAL SUBMISSION PLACE:	Housing Authority of Poplar Bluff 302 North E Street PO Box 1009 Poplar Bluff, Missouri 63902
DIRECT INQUIRIES TO:	Darrin J. Taylor Executive Director Housing Authority of Poplar Bluff MO Phone: 573 7852 8265 Fax: 573 785 2060

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### Request for Proposals (RFP)

A proposal for the installation of a Video Surveillance Camera System for Poplar Bluff Housing Authority Properties; Hillcrest and Wilson Buildings.

This request for proposals (RFP) consists of the following documents:

#### Request for Proposals

1. Proposal Deadline
2. Purpose of Proposal
3. Prevailing Wages
4. Awards
5. Statement of Work
6. Scope of Work
7. Proposal Form
8. Non-Collusive Affidavit
9. Site Maps – included

Attachments – form of contract – instructions to offerors HUD-5369-B – certifications and representations of offerors (HUD-5369C) – general contract conditions of the contract (HUD-5370) – Insurance Requirements

## REQUEST FOR PROPOSAL (RFP)

### 1. PROPOSAL DEADLINE

Proposals will be received until [DATE] at the Housing Authority of Poplar Bluff, Missouri, 302 North E Street, PO Box 1009, Poplar Bluff, Missouri 63902. Proposals may be submitted prior to the deadline.

### 2. PURPOSE OF PROPOSAL

The purpose of this proposal is to allow the Housing Authority of Poplar Bluff, Missouri (PBHA) to solicit from qualified firms/independent professional contractors for the installation of a Video Surveillance Camera System in the Poplar Bluff Housing Authority Properties.

PBHA is soliciting competitive proposals from qualified firms with a documented track record of providing the required services through a formal Request for Proposal process. Proposals should demonstrate the respondent's capacity and readiness to perform the Scope of Work immediately upon execution of a contract with PBHA. Finally, the proposal should include evidence of the respondent's previous experience and qualifications relative to the provision of such services.

No oral interpretations will be given to any prospective proposer or to the meaning or intent of Contract Documents or be effective to modify any of the provisions of the document. PBHA reserves the right to reject any and all proposals and to waive any informality in proposals whenever it is in the best interest of PBHA. PBHA also reserves the right to reject the proposal of any proposer who has previously failed to perform, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materials-man or employees; or who is otherwise fairly not a responsible proposer.

No proposal shall be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals without the consent of PBHA.

To be considered responsive, the proposal must contain the following:

- The completed proposal including submittals.
- A notarized Non-Collusive Affidavit.
- And subcontractors to be used on the contract must receive PBHA approval.
- Certificate as to Corporate Principal (if a corporation).
- HUD 5369-C, Representations, Certifications and other Statements
- List of references of like size projects.

**Each proposal shall cover all costs required for performance of work. The proposer shall fill in and sign his proposal correctly. Each proposer must acknowledge receipt of all addenda on his proposal. Proposers that show any omissions, alterations, additions not called for, conditional proposals, or any irregularities of any kind may be rejected.**

### 3. PREVAILING WAGES

The Contractor shall pay not less than the wages prevailing in the locality. The Contractor shall pay all workers employed in the development of the project no less than the wage rates contained in the attached wage determination decision number [NUMBER] dated [DATE].

The general contractor will use craft "Electrician" wage rates or higher for all low and high voltage electrical equipment installations.

### 4. AWARDS

- a. Representatives from the PBHA (the Evaluation Committee) will evaluate the proposals and rank them from the most likely to the least likely to meet the needs of the Project. If several proposals are very closely ranked or for the purpose of additional clarification/information, the PBHA may call for interviews to assist in the decision-making process.
- b. The PBHA has the right to award a contract to the Proposer whose proposal is determined by the PBHA to be the most advantageous to the Project.
- c. The PBHA reserves the right to make award at any time within sixty (60) days after the opening.
- d. The PBHA reserves the right to reject any and all proposals or any part thereof, or to accept any more proposals, or any part, when they are deemed in the best interest of the Poplar Bluff Housing Authority.
- e. The following selection criteria are anticipated to be weighted in the selection of the successful Proposer.

➤ Qualification	30%
➤ Experience	30%
➤ Price	30%
➤ Proposal solution/project approach	5%
➤ References	5%
- f. Proposer should provide in their specifications the rationale for the major elements of their design, in order to enable the evaluation committee to analyze the Proposal.

### 5. STATEMENT OF WORK

- a. **Background** – The Housing Authority of the City of Poplar Bluff, Missouri (PBHA), with its administrative offices located at 302 North E Street, PO Box 1009, Poplar Bluff, MO 63902, serves as the contract administrator for the Housing Authority of the City of Poplar Bluff. Is seeking a contractor/firm to provide a proposal for the Installation of Video Surveillance Camera System in Poplar Bluff, Missouri.
- b. **Scope/Objective** – The contractor must provide the system plans, labor, equipment, software and licensing, materials for installation of the video surveillance camera system in Poplar Bluff Housing Authority Properties as specified.
- c. **Technical Considerations**
  - The contractor shall be a dedicated company with trained employees.
  - The contractor shall have an adequate number of trained laborers/employees readily available.
  - The contractor must furnish PBHA with certificates of insurance showing coverage in force throughout the time of this contract, in the amounts and types specified in the Special Conditions and HUD General Conditions. PBHA must be named as additional insured by endorsement policy and shall be given thirty (30) days prior written notice in the event of cancellation. Such must be submitted to PBHA within ten (10) day of Notice of Contract Award.

- The contractor will obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

d. **Request for Proposal Requirements**

- **General** – The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements; format and content of proposals so that they are complete, contain all essential information and can be evaluated fairly.
- **Submission Package** – To be considered responsive, each contractor must submit the following information relative to its composition, qualifications, pricing, and experience, in the order listed:

To be considered responsive, the proposal must contain the following:

- The completed proposals including submittals.
  - A notarized Non-Collusive Affidavit.
  - Any subcontractors to be used on the contract must receive PBHA approval.
  - Certificate as to Corporate Principal (if a corporation).
  - HUD 5369-C, Representations, Certifications and other Statements
  - Proposal Bond
  - A description of your firm's background, knowledge and experience in security camera surveillance for similar-size PHA's along with contact information of three references.
  - Detail narrative of how your firm will accomplish the camera installation requirements to meet PBHA's objectives.
  - Schedule of values to include 5 - 10-line items, with unit pricing, when applicable, for materials, equipment, labor and overhead and profit.
  - Submit a proposed site layout with camera locations, power source locations and viewing area of each camera.
- **Inquiries** – Inquiries concerning the RFP should be submitted in writing to the issuing office:

Darrin J. Taylor  
Housing Authority of Poplar Bluff, Missouri  
302 North E Street  
PO Box 1009  
Poplar Bluff, MO 63902  
(Email: [pbhadjt@pbhousing.org](mailto:pbhadjt@pbhousing.org))  
573-785-2060 Fax

**Deadline for inquiries is February 24, 2021:**

Answers to questions will be provide to all who respond giving due regard to the proper protection of proprietary information. No verbal requests for clarification or information will be accepted.

## 6. SCOPE OF WORK

Requests for Proposal of a Video Surveillance Camera Scope of Work: Systems for Poplar Bluff Housing Authority Properties Homes

### a. General

#### Description

This project will consist of installation of video surveillance cameras providing property coverage at Poplar Bluff Housing Authority Properties and all necessary equipment included in this scope of work. Submit a design/build proposal for the installation.

Provide evidence of proper licensing and certification in the State of Missouri for the proposed work to be performed, along with contracts to install an interactive Video Surveillance Camera system that demonstrates proper (sub) contractor selections and supervision criterion that is equal to or exceeds installation standards.

Provide labor, equipment and all required cabling, conduit and other materials necessary to install the Video Surveillance Camera system as per the design indicated with and included in building floor plans. Provide and include a layout/site map of camera/equipment placement showing coverage of each camera. Provide power supplies for these as well as any required junction boxes for the cameras. Work shall be completed within designated days of Notice to Proceed. Material estimate shall be achieved by site visit or other necessary methods undertaken by contractor to properly estimate costs for installation to include the following equipment:

- 110-volt source points needed to supply power to surveillance equipment.
- The selected contractor will provide a detailed drawing of the camera power source points for equipment power on the site.

### II) Products

#### a. Camera & Equipment: –

The complete security system includes 16 channel 4K 8 Megapixel Ultra HD resolution Network video recorder with the latest generation 2K 4MP resolution IP cameras that record real-time 30fps at full 2K 4MP resolution and have H.265 compression to save on recording space. Resolution 2 times 1080P cameras and recording speeds in real-time. 4K Ultra HD 16-channel NVR with free mobile apps, 3TB of pre-installed security-grade storage, and the ability to have a total of 20TB. For the cameras, 4MP 2K resolution bullet security cameras, all with a wide 102° field of view. All camera and wireless devices must have built-in surge-protection and Uninterruptible Power Systems (UPS).

It is preferred that the mobile viewing clients be able to access all required cameras via one network IP address or as few static as possible. It is preferred that the mobile viewing clients be able to access all required cameras via internet standard HTTP or HTTPS. System shall use Standard IP (Internet Protocol) end to end. All point to point wireless links must be secured/encrypted.

Standard 2-year warranty, and the option to extend up to 3 or 5 years.

**Contractor shall install all needed server units and all necessary equipment needed to ensure proper operation of the camera security system for PBHA.**



- b. **Power Supply:** All power supplies must be UL listed. NO exposed cabling in public areas will be accepted.

III) Quality Assurance:

The work in this section shall be subject to all applicable provisions of governing building codes and ordinances.

All workmanship will be carried out to the highest standard and great care taken to create minimal disruption to tenants/guests of these locations.

**Staff:** Contractors staff and personnel shall adhere to the Housing Authority of Poplar Bluff, Missouri contractors Code of Conduct at all times.

**Work Area:** The contractor shall maintain work areas in a clean and tidy condition at all times. Staff will check into the site office each workday before starting work. Upon completion of the work, all tools and debris shall be removed from the site of the work by contractor.

**Work Time:** Site work time is 7:30 AM to 5:00 PM, Monday thru Friday. No work on Saturday or Sunday.

IV) Submittals:

Construction Schedule and Schedule of Values

**Product Data:** Submit manufacturer's product specifications, performance data sheets and installation instructions.

**Shop Drawings:** Submit plans, evaluations, and details for work not fully shown by published product data; include rough in dimensions and service connection.

V) Product Delivery, Storage and Handling:

**Protection:** Equipment shall be protected at all times from physical damage, dirt, water, etc. Under no condition shall Housing Authority's dumpsters be used for construction trash, or any other use other than what it was intended for. Contractor is responsible for protection/security of all material and equipment brought to the site.

**Please Note:** Proposals shall be for furnishing all equipment, labor, materials, services and supervision necessary or required for the complete and proper performance of the work called for in the Contract Documents. Proposals shall be exempt from Missouri State and local sales tax, license, use, and excise tax, and federal excise tax and any other state, federal, and local taxes applicable and local permits. The Owner reserves the right to reject any or all proposals, to waive any irregularities in proposals, and to award a contract for any part of the project, or the project as a whole.

- VI) Inspection:  
Inspect the areas and conditions under which units are to be installed. Do not proceed with the work until conditions are satisfactory.
- The contractor is responsible for all licenses and permits required to complete this work and submit a copy of all guarantees and warranties. The contractor will provide all materials and labor to complete the work to the satisfaction of the Housing Authority of Poplar Bluff, Missouri.
- VII) Installation:  
Field assembly work: perform minor field assembly work to install certain fragile or projecting parts that were not installed at the factory. Set each component of work securely and accurately, level and properly aligned with other components and other work. Anchor as required for secure and stabilized operation.
- VIII) Punch List:  
All per-contract work has been performed, inspected and deemed as acceptable by the PBHA and all City-required mechanical inspections have been performed up written Punch list: At the point of substantial Completion, contractor shall request a written punch list assigned Housing Authority of Poplar Bluff Project Manager/Construction Inspector (NOTE: the term "substantial completion" to mean that to and including ("FINAL Inspections). Punch List Completion: Perform all punch list work in a timely manner and notify the PBHA Project Manager/Director upon completion. Director is to verify completion of punch list and work.
- IX) Testing and Instructions:  
a. Test each item of operational equipment.  
b. Provide maintenance manuals.  
c. Instruct owner's operation personnel in proper use and maintenance of equipment.  
d. Provide all pertinent warranty information to owner.  
e. The contractor will be responsible for and pay all costs for repairing and making good any damage to PBHA property caused by the contractor or their agents in fulfilling the terms of this work.
- X) Final Cleaning:  
Final cleaning to be performed by the contractor per the following as the removal and disposal all debris/trash from the site.
- XI) Warranty of Equipment & Warranty of Installation:  
The contractor warrants, that work performed under this contract conforms to the contract requirements and is free of any defects in equipment, materials, or workmanship performed by the contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 365 days from the final acceptance of the work.
- XII) Insurance:  
All contractors are required to carry the insurance during the time of the contract. All policies of insurance shall be issued by insurance companies licensed to do business in Missouri.  
(See attached insurance addendum)

**PROPOSAL FORM**

TO: Housing Authority of Poplar Bluff, Missouri  
302 North E Street  
PO Box 1009  
Attn: Darren J. Taylor  
Poplar Bluff, MO 63902

From: \_\_\_\_\_ Proposer Name

To Whom It May Concern:

The undersigned, as a Proposer, hereby declares that only the person, parties or company interested in the Proposal or the contract to be entered into, as principals, are names herein; that this proposal is made without connections with any other persons making a proposal, and that it is in all respects fair and in good faith, without collusion or fraud.

The Proposer further declares that he carefully examined and fully understands the specifications and requirements to the proposal, including the Scope of Work and he hereby agrees that if his proposal is accepted within sixty (60) calendar days from the time set for receipt of proposal, he will within ten (10) calendar days contract with the above Owner in the form of a contract furnished by the Owner, to furnish all labor, materials, equipment, supplies and supervision as required by the specifications.

Dated \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
This \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Proposer's Name/Title

**Proposal Hillcrest  
Housing Authority**

\_\_\_\_\_

**Proposal Wilson  
Housing Authority**

\_\_\_\_\_

Total Proposal \_\_\_\_\_

Addendum  
No. \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum  
No. \_\_\_\_\_

Dated: \_\_\_\_\_

**Acknowledgement of Receipt of  
Addenda:**

# **Non-Collusive Affidavit**

AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says:  
(Individual's Name)

THAT he is \_\_\_\_\_ of  
(Owner, Officer or Partner)

\_\_\_\_\_  
(Firm Name)

the party making the foregoing proposal dated \_\_\_\_\_, RFP Video Camera Surveillance; that such proposal is genuine and not collusive or sham; that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed prices of affiant or of any offeror, or to fix any overhead, profit or cost element of said proposed prices, or of that of any other offeror, or to secure any advantage against the Housing Authority of the City of Poplar Bluff Missouri or any person interested in the proposed contract; and that all statements in the said proposal are true.

\_\_\_\_\_  
(Signature of Offeror)

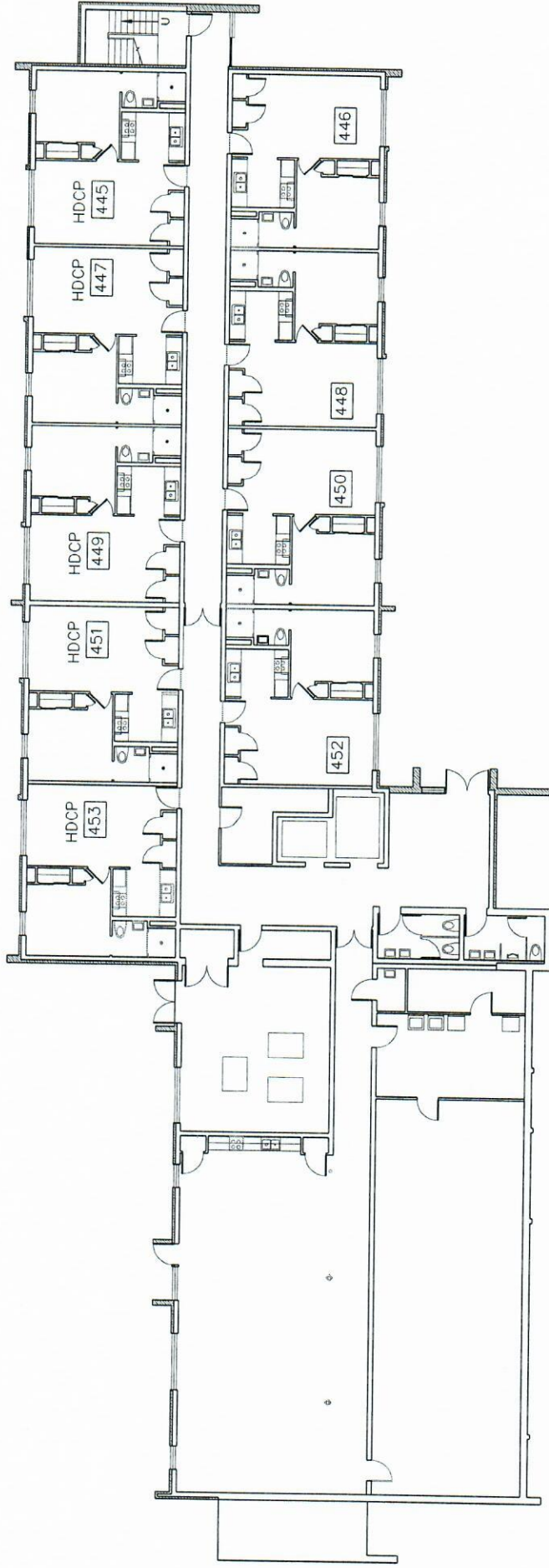
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

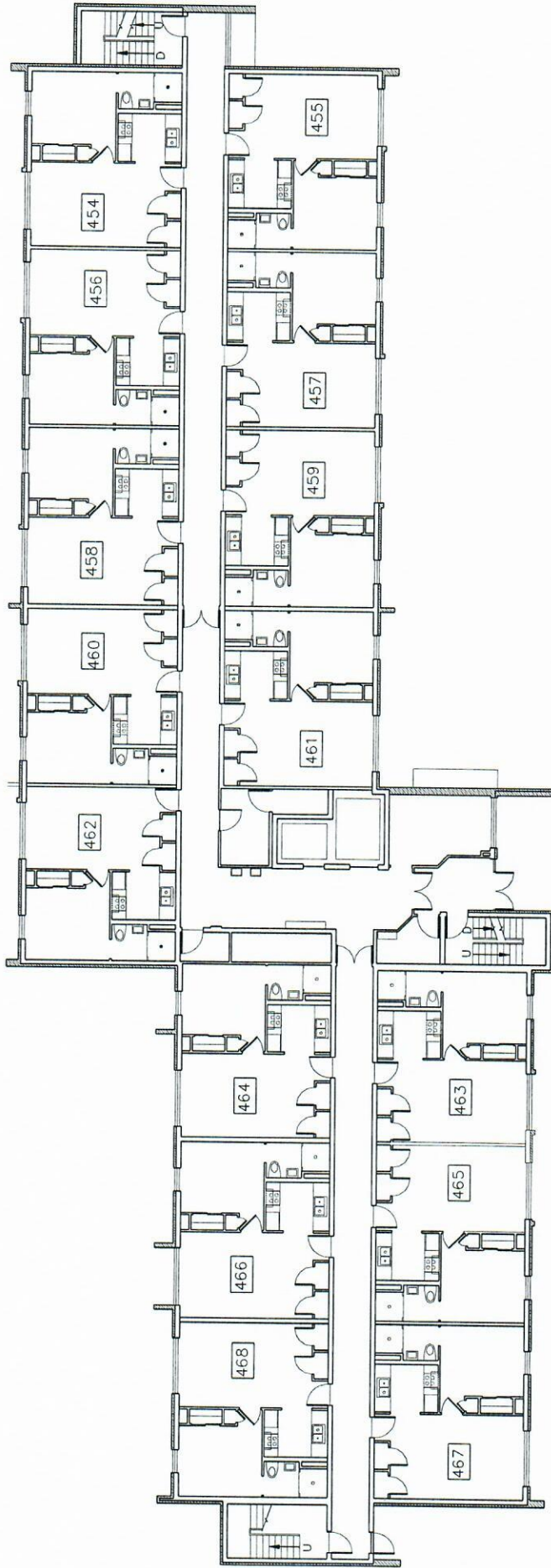


# G GROUND FLOOR PLAN

SCALE: 1/16" = 1'-0"

13-6 PLAN G.dwg

HILLCREST

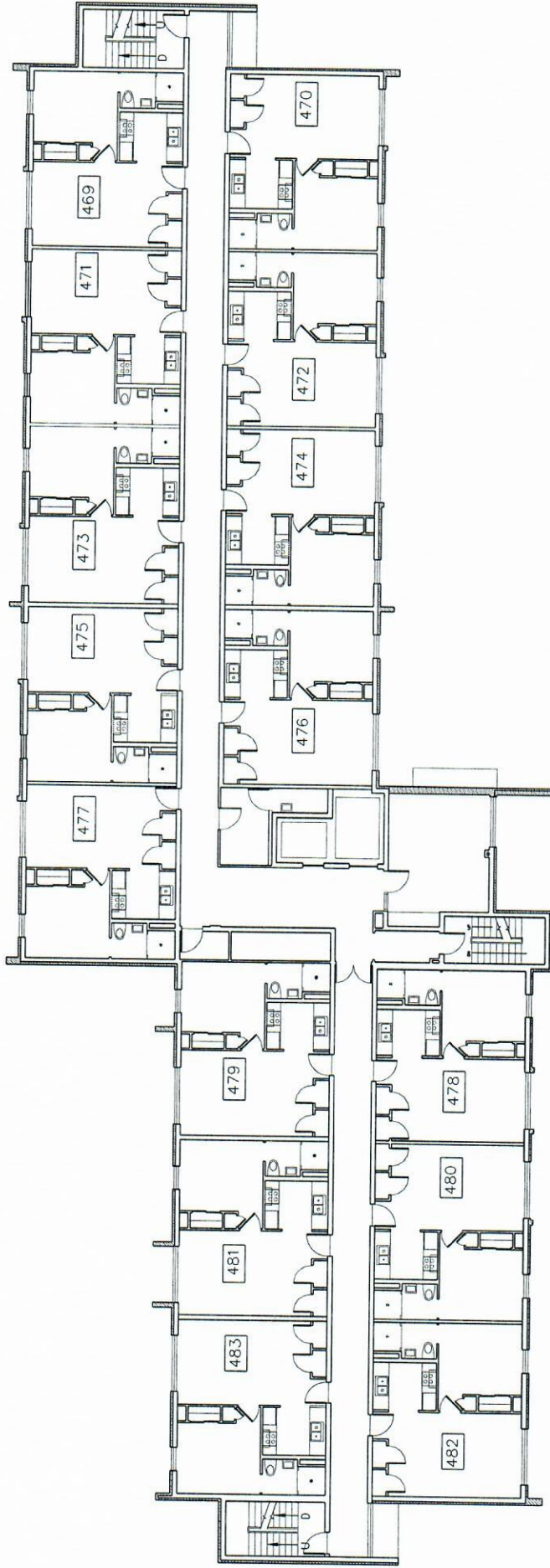


# 1 FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

1.3-6 PLAN 1.dwg

HILL CREST



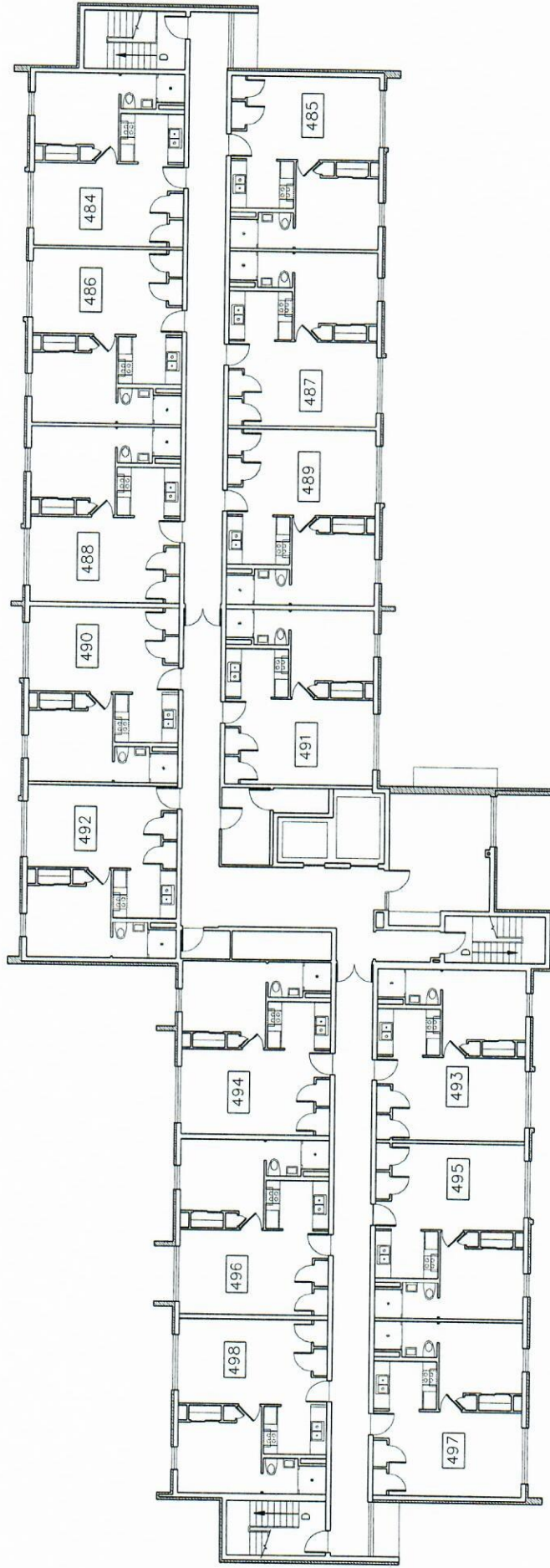
# 2 SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"

13-6 PLAN 2.dwg

HILLCREST



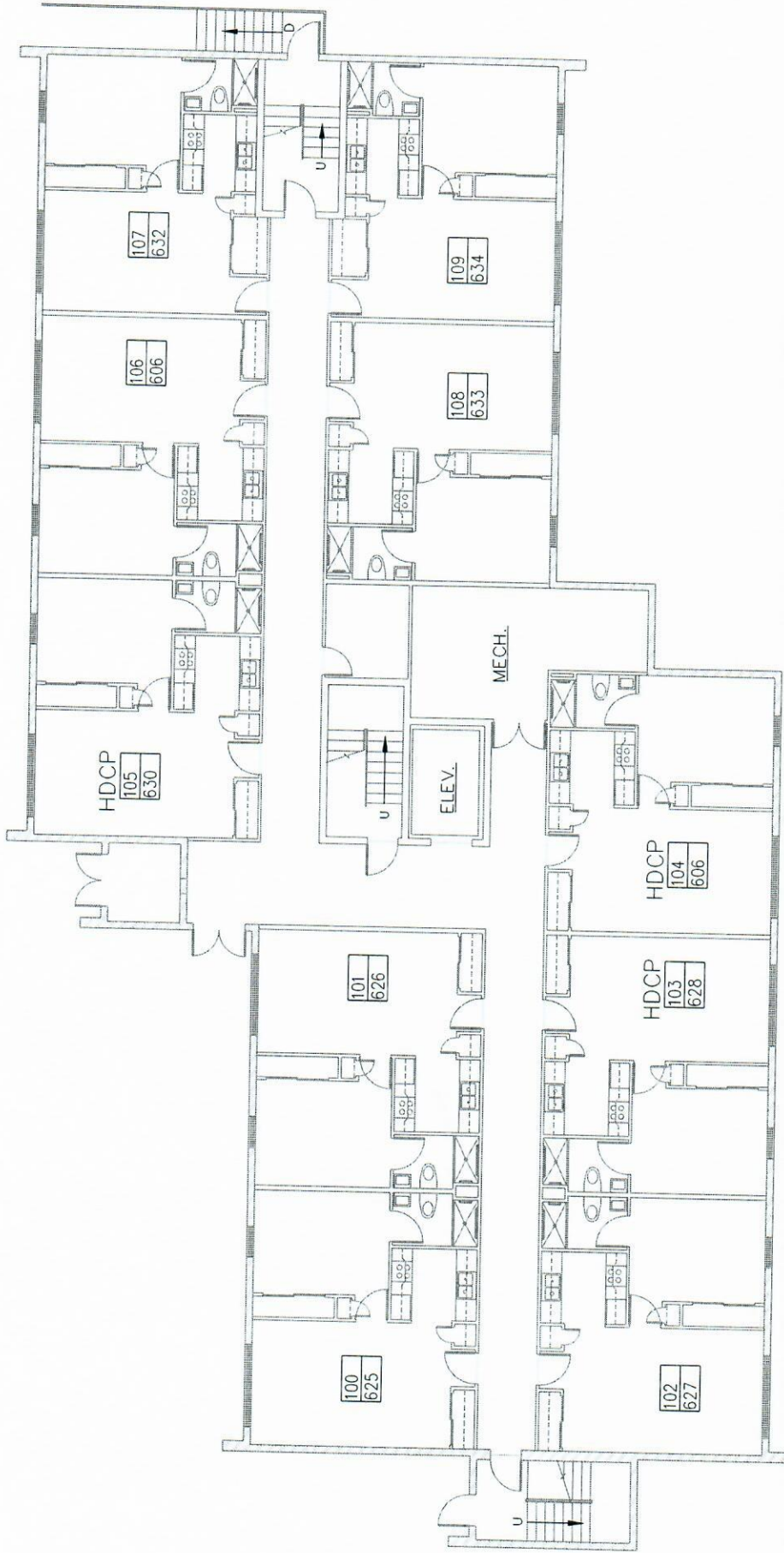


# 3 THIRD FLOOR PLAN

SCALE: 1/16" = 1'-0"

13-6 PLAN 3.dwg

HILLCREST

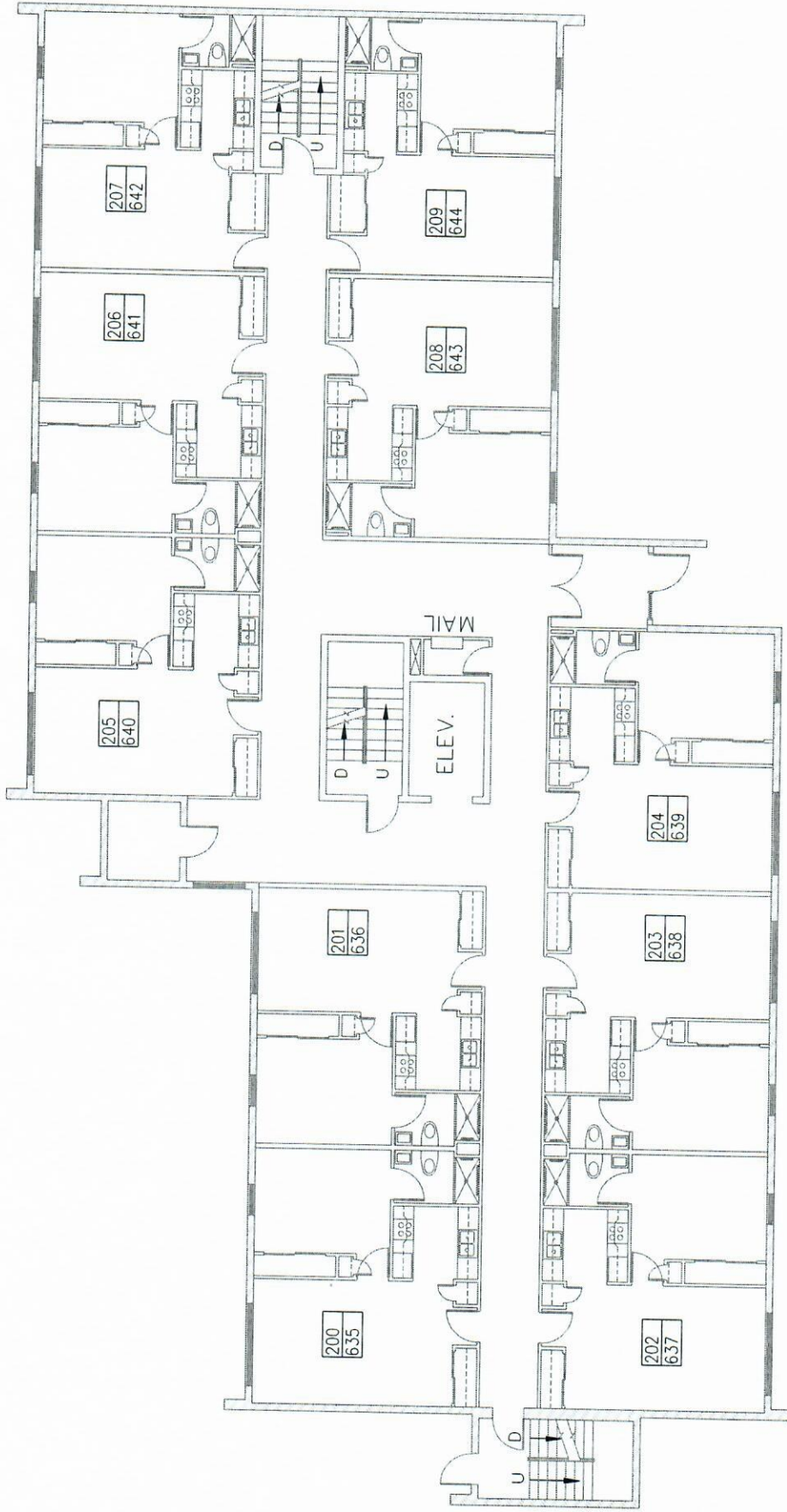


# 1 FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

13-8 PLAN 1.dwg

WILSON

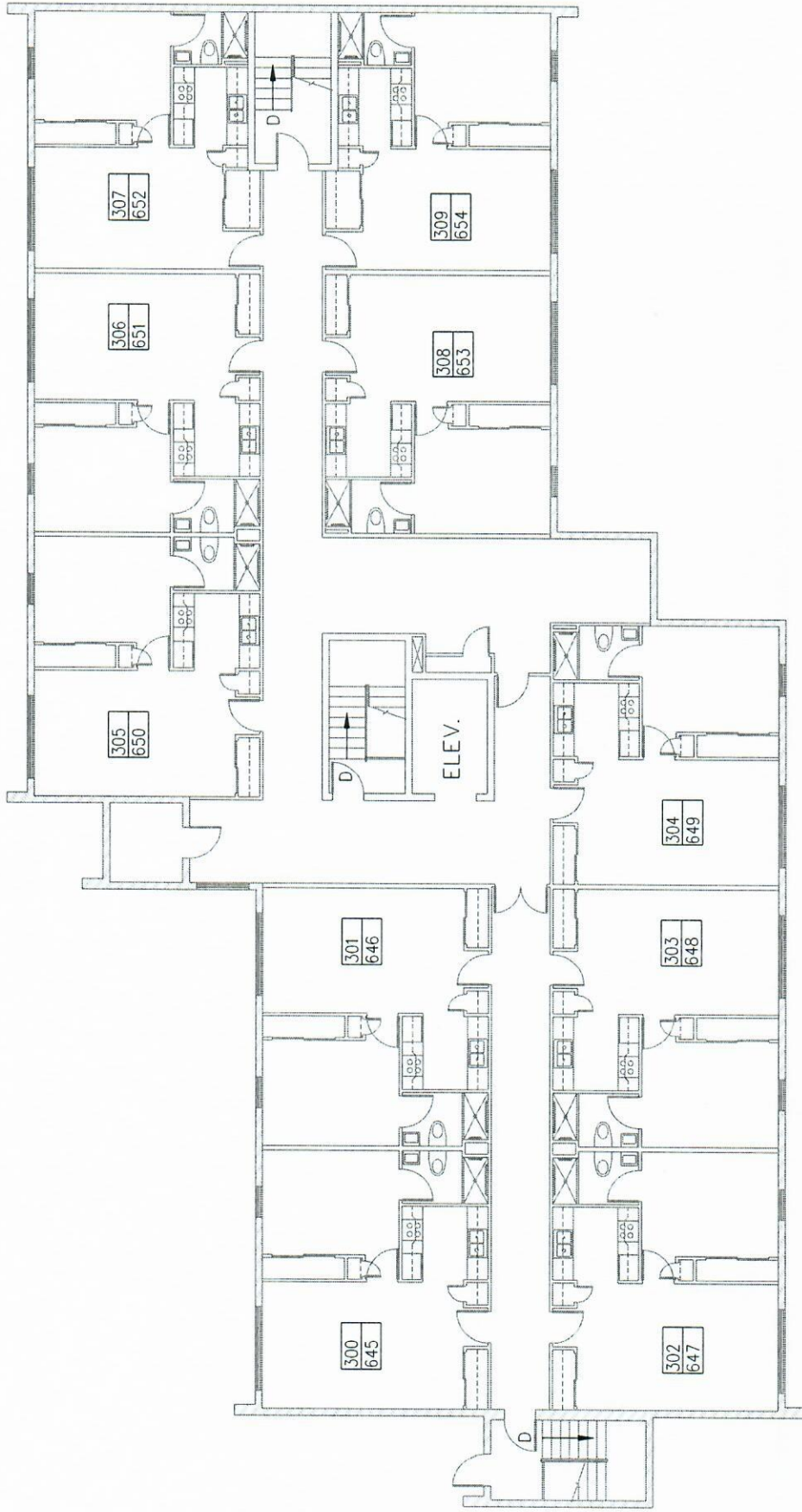


# 2 SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"

13-8 PLAN 2.dwg

WILSON



# 3 THIRD FLOOR PLAN

SCALE: 1/16" = 1'-0"

13-8 PLAN 3.dwg

WILSON

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

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

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

### 2. Withholding of funds

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

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

### 1. Minimum Wages

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

### 3. Records

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

### 4. Apprentices and Trainees

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

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

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

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

#### 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

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

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### **7. Subcontracts**

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

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

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

"General Decision Number: MO20210060 01/01/2021

Superseded General Decision Number: MO20200060

State: Missouri

Construction Type: Residential

Counties: Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Howell, Iron, Madison, Mississippi, New Madrid, Oregon, Pemiscot, Perry, Reynolds, Ripley, Scott, Shannon, St Francois, Ste Genevieve, Stoddard, Texas and Wayne Counties in Missouri.

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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 0 Publication Date 01/01/2021

\* BRM00015-034 06/03/2020

CARTER, HOWELL, OREGON, SHANNON, AND TEXAS COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.81	13.54
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SHEE0036-011 07/01/2020		

CARTER, HOWELL, OREGON, REYNOLDS, RIPLEY, SHANNON & TEXAS COUNTIES

Rates Fringes

SHEET METAL WORKER  
 (Installation of HVAC Duct  
 and HVAC System).....\$ 30.46                      15.19

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 SHEE0036-030 08/01/2020

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, IRON, MADISON,  
 MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, SCOTT, ST. FRANCOIS,  
 STE. GENEVIEVE, STODDARD & WAYNE COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Installation of HVAC Duct and HVAC System).....	\$ 44.71	23.74

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 SUM02011-004 08/11/2011

	Rates	Fringes
CARPENTER.....	\$ 17.16	2.77
ELECTRICIAN.....	\$ 15.53	0.00
LABORER: Common or General.....	\$ 17.15	5.69
PAINTER: Brush Only.....	\$ 18.75	5.80
PAINTER: Roller.....	\$ 18.75	5.80

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

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 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](http://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)).

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 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.

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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