**RFP**

# ELEVATOR MAINTENANCE SERVICE PROPOSAL

**HOUSING AUTHORITY OF POPLAR BLUFF**
**302 North E Street**
**POPLAR BLUFF, MO. 63901**
**(PHA)**

**REBECA PACHECO, EXECUTIVE DIRECTOR**

**MATTHEW ALLEN, MAINTENANCE MANAGER**


1. TITLE
2. EXISTING ELEVATORS
3. RFP INVITATION
4. INSTRUCTION TO OFFERORS
5. MAINTENANCE COST PROPOSAL FORM
6. NON-COLLUSIVE AFFIDAVIT
7. FORM OF CONTRACT
8. GENERAL CONDITIONS
9. MINIMUM WAGE
10. SPECIFICATION


**November, 2026**

# RFP ELEVATOR 2026 REPAIR AND INSPECTION SERVICES

Request for Proposal Invitation

Elevator Repair and Inspection Services

Poplar Bluff Housing Authority, identified hereafter as PBHA, is requesting bid Proposals from companies to provide the following services for multi-family Housing sites.

**Elevator Repair/Inspection Services**

General

Poplar Bluff Housing Authority will award contract to the top bidder for the above listed services. A contract will be generated for a term of three years, with an option to renew for two additional years. Prices for services will be frozen for a period of three years at the amounts proposed and agreed to in said contract for the term of the initial contract period which is stated to be (3) years.

All interested qualified parties should contact Matthew Allen at PBHA at (573) 785-8265 or email at matt@pbhousing.org . The bid packets can be emailed to all interested parties or picked up at the Authorities Central Office located at 302 North E Street, Poplar Bluff, Missouri 63901.

Submittals are due by 4:00 PM on December 21, 2026. One copy of your bid, printed single-sided, must be submitted in a sealed envelope, clearly marked as RFP Elevator 2026. Proposals should be hand delivered to the following address.

Hand Delivered Address
Poplar Bluff Housing Authority
302 North E Street
Poplar Bluff, MO 63901
Attention: Matthew Allen

Proposals May Be Mailed to the Following Address
Poplar Bluff Housing Authority
P.O. Box 1009
Poplar Bluff, MO. 63901

All proposals shall be date and time stamped by the due date and time. Ant RFP received after the due date and time will be returned unopened to the bidder. No faxed or emailed RFP's will be accepted

**POPLAR BLUFF HOUSING AUTHORITY'S EXISTING ELEVATOR LOCATIONS AND TYPES**

**NORTH TOWER HIGH RISE**

| | | | | |
|---|---|---|---|---|
| a. | Traction | - | 15 Story | - Passenger |
| b. | Traction | - | 15 Story | - Freight |

**SOUTH TOWER HIGH RISE**

| | | | | |
|---|---|---|---|---|
| a. | Traction | - | 15 Story | - Passenger |
| b. | Traction | - | 15 Story | - Freight |

**HILLCREST**

| | | | | |
|---|---|---|---|---|
| a. | Hydraulic | - | 4 Story | - Passenger |
| b. | Hydraulic | - | 4 Story | - Freight |

**WILSON**

| | | | | |
|---|---|---|---|---|
| a. | Hydraulic | - | 3 Story | - Passenger |

# RFP

The Housing Authority of Poplar Bluff will receive price proposals for Elevator Maintenance Service on all seven ( 7 ) of it's existing elevators.

Proposals will be received until 4:00 PM, prevailing time, on December 21, 2026. Proposals will be evaluated by the housing staff and a decision will be forthcoming to the successful firm within 30 days of the submittal date.

A Pre-proposal meeting will be held at 10:00 AM on November 30, 2026 at the Housing Office. Afterward, a tour of the elevator sites and locations will be available for all parties.

The Housing Authority is a Tax Exempt Agency, therefore, sales tax shall not be included in any cost in the submittal proposal.

The successful Elevator Maintenance Contractor will be required to have General Liability Insurance and Vehicle Insurance in the amount of One Million Dollars ( $1,000,000.00 ) and Workman's Compensation Insurance in accordance with the State of Missouri's Workman Compensation Insurance Laws.

Attention is called to the Provisions for Equal Employment Opportunity and that payment of not less than the minimum salaries and wages, as set forth in this proposal, must be paid on this project. Any State rate that exceeds the corresponding Federal Rate is inapplicable and shall not be enforced.

A copy of the Non-Collusive Affidavit shall be submitted with the proposal. This form is included in the proposal package.

The Housing Authority reserves the right to reject any or all of the proposals or to waive any informalities in the proposal process.

No proposal shall be withdrawn for a period of 30 days ( 30 ) subsequent to the submittal date without consent of the Housing Authority.

The Housing Authority of Poplar Bluff is an Equal Opportunity Employer.

Housing Authority of Poplar Bluff
By; Matthew Allen
Title: Maintenance Manager

Date: November 12, 2026

# 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:]

| MAINTENANCE COST PROPOSAL FORM | | MONTHLY | YEARLY |
|---|---|---|---|
| 1. | N. Tower High Rise - Traction – 15 Story – Passenger = | $_____ | $_____ |
| 2. | N. Tower High Rise - Traction – 15 Story – Freight = | $_____ | $_____ |
| 3. | S. Tower High Rise - Traction – 15 Story – Passenger = | $_____ | $_____ |
| 4. | S. Tower High Rise - Traction – 15 Story – Freight = | $_____ | $_____ |
| 5. | Hillcrest – Hydraulic – 4 Story – Passenger = | $_____ | $_____ |
| 6. | Hillcrest – Hydraulic – 4 Story – Freight = | $_____ | $_____ |
| 7. | Wilson – Hydraulic – 3 Story – Passenger = | $_____ | $_____ |
| | **TOTAL YEARLY COST** = | | $_____ |

Once the cost has been approved by the PHA, an agreement will be executed between the Contractor and the PHA

# FORM OF NON-COLLUSIVE AFFIDAVIT

## AFFIDAVIT

(Prime Bidder)

State of _____)ss
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 for a _____
_____ 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 the Housing Authority of Poplar Bluff or any person interested in the proposed Contract; and that all statements in said proposal or Bid are true.

_____
Signature of
Bidder, if the Bidder is an individual;
Partner, if the Bidder is a partnership;
Officer, if the Bidder is a corporation

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

_____

My commission expires _____

# FORM OF CONTRACT

THIS AGREEMENT made this 9th day of _____ in the year _____ by and between a company organized and existing under the laws of the **State of Missouri.**

**Contractor:**

hereinafter called the "Contractor" and the

**Housing Authority of Poplar Bluff**
**302 North E Street**
**Poplar Bluff, MO. 63901**

hereinafter called the "PHA"

WITNESSETH, that the Contractor and the Local Authority for the consideration herein mutually agree as follows:

**ARTICLE 1. Statement of Work**. The Contractor shall furnish all labor, material, equipment and service and perform and complete all work required for the in accordance with Specifications, referred to therein, all as prepared for by **The Housing Authority of Poplar Bluff, 302 North E. Street, Poplar Bluff, MO. 63901** which said Specifications are incorporated herein by reference and made a part hereof.

**ARTICLE 2. The Contract Price**. The Local Authority shall pay the Contractor for the performance of the Contract, in current funds, the sum of

**ARTICLE 3. Non-Discrimination**. "During the performance of this Contract the Contractor agrees as follows:

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

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

"(3) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(4) In event of the Contractor's non-compliance with the non-discrimination of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or other of the Secretary of Labor, or as otherwise provided by law.

**ARTICLE 4. Interest by members of Local Authority and Governing Body**. No member, office, or employee of the Local Authority, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which the Local Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

**ARTICLE 5. Contract Documents.** The Contract shall consist of the following component parts:

A. This Instrument
B. Bid Specifications

**ARTICLE 6. Contract Time.** Three (3) Years, With option to renew for Two (2) Additional years.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in Two (2) original counterparts as of the day and year written.

(Contractor)

ATTEST:

_____

By_____

Title_____

Business Address:

Street

City

ATTEST

_____

Housing Authority of Poplar Bluff

By_____
Rebeca Pacheco

Title Executive Director

Business Address:

Street 302 North E Street

City Poplar Bluff, MO 63901

# 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. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

1) Non-construction contracts (*without* maintenance) greater than $250,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than $2,000 but not more than $250,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $250,000 – use Sections I and II.

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

**1. Minimum Wages**

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

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

**2. Withholding of funds**

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

**3. Records**

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

**4. Apprentices and Trainees**

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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

(ii) 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). The HA

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

(iii) 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 Conditions for Non-Construction Contracts

**Section I — (With or without 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. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

## Section I - Clauses for All Non-Construction Contracts greater than $250,000

### 1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

### 4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

**6. Energy Efficiency**

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

**7. Disputes**

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

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

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

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

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

**13. Interest of Members of Congress**

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

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

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

**15. Limitation on Payments to Influence Certain Federal Transactions**

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

**16. Equal Employment Opportunity**

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

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will 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, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

**17. Equal Opportunity for Workers with Disabilities**

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and changes in compensation;

iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

**18. Dissemination or Disclosure of Information**

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

**19. Contractor's Status**

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

**20. Other Contractors**

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

**21. Liens**

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

**22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

**23. Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

"General Decision Number: MO20260004 05/18/2026

State: Missouri

Construction Types: Building

Counties: Missouri Counties of
Butler

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |
| 1 | 05/18/2026 |

ASBE0090-002 03/01/2025

| | Rates | Fringes |
|---|---|---|
| ASBESTOS WORKER/HEAT & FROST INSULATOR | $ 34.69 | 22.84 |

BRMO0023-001 06/07/2023

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 31.51 | 15.00 |

BRMO0023-003 06/07/2023

| | Rates | Fringes |
|---|---|---|
| TILE SETTER | $ 31.51 | 15.00 |

CARP0014-001 05/01/2024

| | Rates | Fringes |
|---|---|---|
| CARPENTER (INCLUDING FORMWORK) | $ 32.59 | 21.85 |

CARP1310-005 05/01/2024

| | Rates | Fringes |
|---|---|---|
| CARPENTER (FLOOR LAYER) (VINYL INSTALLATION ONLY) | $ 40.08 | 21.85 |

ELEC0001-003 06/22/2025

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 49.29 | 33.64 |

ELEV0003-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC. FOOTNOTES: A) EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC HOURLY RATE AS AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR LESS THAN 5 YEARS OF SERVICE B) EIGHT PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY FRIDAY AFTER THANKSGIVING DAY, VETERANS' DAY AND CHRISTM | $ 62.73 | 38.44 |

ENGI0513-014 05/01/2025

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: ROLLER | $ 39.06 | 30.38 |
| POWER EQUIPMENT OPERATOR: BULLDOZER | $ 39.06 | 30.38 |
| POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE | $ 39.06 | 30.38 |
| POWER EQUIPMENT OPERATOR: (PAVER) | $ 39.06 | 30.38 |
| POWER EQUIPMENT OPERATOR: (LOADER) | $ 39.06 | 30.38 |

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IRON0782-008 08/01/2024

| | Rates | Fringes |
|---|---|---|
| IRONWORKER: REINFORCING AND STRUCTURAL | $ 34.47 | 24.85 |

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LABO1104-002 04/01/2025

| | Rates | Fringes |
|---|---|---|
| LABORER (BRICK MASON TENDER) | $ 30.48 | 14.91 |

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PLAS0908-002 05/01/2025

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 35.10 | 18.78 |

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PLUM0562-011 07/01/2025

| | Rates | Fringes |
|---|---|---|
| PLUMBER, EXCLUDES HVAC PIPE INSTALLATION (ON ANY WORK UNDER 7.0 MILLION TOTAL OF ALL PROJECT MECHANICAL CONTRACTS OUTSTATE AREA WAGES AND FRINGES) | $ 50.66 | 23.34 |
| PLUMBER, EXCLUDES HVAC PIPE INSTALLATION (ON ANY WORK OVER $7.0 MILLION TOTAL OF ALL PROJECT MECHANICAL CONTRACTS ST. LOUIS AREA WAGES AND FRINGES.) | $ 52.60 | 29.93 |
| PIPEFITTER, INCLUDES HVAC PIPE INSTALLATION (ON ANY WORK UNDER 7.0 MILLION TOTAL OF ALL PROJECT MECHANICAL CONTRACTS OUTSTATE AREA WAGES AND FRINGES) | $ 50.66 | 23.34 |
| PIPEFITTER, INCLUDES HVAC PIPE INSTALLATION (ON ANY WORK OVER $7.0 MILLION TOTAL OF ALL PROJECT MECHANICAL CONTRACTS ST. LOUIS AREA WAGES AND FRINGES.) | $ 52.60 | 29.93 |

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ROOF0002-011 06/01/2025

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 32.25 | 17.46 |

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SFM00669-003 04/01/2025

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (FIRE SPRINKLERS) | $ 45.94 | 27.53 |

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SHEE0036-017 08/01/2025

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER, INCLUDES HVAC DUCT AND UNIT INSTALLATION | $ 52.00 | 27.12 |

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SUMO2010-003 03/08/2010

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER: DUMP TRUCK | $ 25.57 | 0.00 |

| | | |
|---|---|---|
| PAINTER: SPRAY | $ 18.79 | 8.12 |
| PAINTER: ROLLER | $ 16.44 | 6.01 |
| PAINTER: BRUSH ONLY | $ 16.44 | 6.01 |
| OPERATOR: GRADER/BLADE | $ 22.80 | 10.78 |
| LABORER: COMMON OR GENERAL | $ 22.75 | 0.00 |

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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 https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ◆SU◆, ◆UAVG◆, ◆SA◆, or ◆SC◆ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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# TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

The Contractor shall provide all labor, supervision, tools, equipment, materials and transportation to Poplar Bluff, MO and to the Housing Authority of Poplar Bluff.

A. Perform preventive maintenance services and code-mandated safety/mechanical inspections and tests on specified elevator equipment.

B. Replace worn and defective "consumable" parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.

C. See attached list for service maintenance items.

Not included in the scope of work:

A. Rebuilding or replacement of major elevator components, such as elevator machines, motor-generator sets and ropes.

B. New construction or modification of existing equipment.

C. Repair of damage caused by negligence or misuse of elevator equipment by others than the Contractor.

D. Repair of damage caused by fire, flood or other disaster.

2. CONTRACTOR'S QUALIFICATIONS

The Contractor shall have an established record of satisfactorily maintaining equipment of the types identified in the proposal, and shall possess the capability, including qualified technicians, technical expertise and support infrastructure, to provide all services called by the proposal.

All work shall be performed by journeymen elevator mechanics directly employed and supervised by the Contractor. No work shall be subcontracted, except that major components may be rebuilt by qualified suppliers.

Before contract award is made, bidders will be required to furnish a statement of qualifications for review and approval by the Contracting Officer and Maintenance Foreman.

## 3. COMPLIANCE WITH SAFETY CODES

The Contractor shall maintain elevator equipment in compliance with the latest adopted edition of the Safety Code for Elevators and Escalators (ASME/ANSI A 17.1) and all other applicable codes and regulations in effect in the jurisdiction where the equipment is located. The Contractor shall promptly report to the Maintenance Foreman, all known equipment deficiencies and provide prompt cost proposals for corrective work outside the scope of this contract, which may be required by the State Elevator Inspector or other code enforcement authorities.

## 4. WORKING HOURS AND CONDITIONS

Services shall be performed during normal business hours (8:00 am to 4:30 pm weekdays) To prevent unnecessary disruption to operations, the Contractor shall coordinate with the Maintenance Foreman all planned equipment shutdowns, and all work to be performed outside of normal business hours.

## 5. PREVENTIVE MAINTENANCE SERVICES

A. Unless superseded by more stringent requirements of these specifications, conform to requirements of the ASME/ANSI A17.1 Code, Section 1206 MAINTENANCE.

B. Perform the following services once a month for a period of **12 months.**

(1) Perform a complete operational check of each elevator. Check starting, operating, leveling and stopping parameters, including proper operation of elevator car and hoist way doors. Adjust or repair equipment as required to maintain operation within manufacturer's tolerances and ASME/ANSI A17.l1 Code requirements.

(2) Check all hall and car position indicators and signals, and car lighting (including emergency) fixtures, replace burned-out lamps.

(3) Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications.

(4) Maintain machine rooms, hoist way pits, elevator car tops, including equipment in these areas, in clean condition. Remove excessive lubricant and wipe up oil leaks.

(5) See check list bound in this proposal

C. Perform periodic inspections and tests of elevator and equipment at intervals required by the ASME/ANSI A17.1 Code, Part X, or other governing authority, if more stringent.

D. Deliver copies of test reports to Maintenance Manager within thirty (30) days after performing required tests.

6. REPLACEMENT PARTS

A. Within thirty (30) days after contract award, the Contractor shall provide a local stock or identify a local source for high-mortality parts and consumable items for each elevator serviced.

B. The Contractor shall demonstrate in-stock warehouse availability of major parts for replacement of door operator components, controller parts and electronic modules, door protective devices, hangers, bearings, hoistway switches and contacts.

C. The Contractor shall maintain sources of supply so that other major components are available and can be delivered within three (3) days, if a major breakdown occurs.

D. If parts not readily available are required, the Contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All reports will be considered temporary and incomplete until standard parts are procured and installed. If parts not in stock are needed, the Contractor shall make every effort to obtain the parts with the least practicable delay. Replacement parts shall meet the elevator equipment manufacturer's specifications in all respects.

E. Within the Contract Scope of Work, the Contractor shall provide all consumable parts, components and supplies required to maintain the equipment in service. "Consumable" parts are defined as having a typical service life of less than one year.

F. If major replacement parts are required, the Contractor shall provide them and invoice the PHA . "Major" parts are defined as costing over two hundred dollars ($200.00) each.

G. The Contractor shall guarantee all replacement parts for a period of ninety (90) days and replace such parts failing during this period at no additional cost to the PHA.

7. MAJOR REPAIRS

A. A "Major Repair" is defined as furnishing and installing necessary "major replacement parts (see 6 F above) beyond the scope of specified periodic inspection and preventive maintenance services.

B. After determining as far as practicable, the extent of major repairs needed to restore defective equipment to full service, the Contractor shall provide the Contracting Officer with a written proposal outlining the scope of repairs, a cost estimate and an estimated time for completion. The Contractor shall not proceed with major repairs until directed to do so in writing by the Contracting Officer.

8. EMERGENCY SERVICE

A. To maintain elevator equipment fully operational at all times, the Contractor shall provide emergency or call-back service on an as-needed basis. Such call-back service shall be provided twenty-four (24) hours per day, seven (7) days per week. Response to a call-back shall consist of providing an elevator mechanic on-site within twenty four (24) hours after being notified of an elevator breakdown by the Contracting Officer.

9. INSPECTIONS

A. The Contractor shall perform an annual survey of all elevator equipment covered by this contract and provide the Contracting Officer with a written report, including any noted functional or code compliance deficiencies. The survey shall be conducted by a qualified person at a supervisory level, independent of the elevator technician(s) performing other specified work.

10. SERVICE RFEPORTS

A. The Contractor shall provide the Contracting Officer with a service report at the completion of each inspection or service call, noting the elevator(s) serviced, a description of the trouble and how repaired and any recommendations regarding the equipment. All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described. Service reports shall be submitted to the Contracting Officer within five (5) working days.

11. SERVICE CARDS

A. The Contractor shall prepare a "record of service" card for each elevator and post in a conspicuous place in each elevator machine room. The card format is optional with the Contractor, but shall contain at least the following information:

A. Elevator serial number and Department of Labor elevator inspector's designation;

B. Date when each preventive maintenance service and inspection was performed.

C. Signature or initials of elevator mechanic performing the work.

Card shall be maintained in each machine room during the life of the contract. At contract close-out, cards shall be delivered to the Contracting Officer.

Building _____ Elevator No. _____

**ON EACH VISIT:**

1. Contact responsible building personnel regarding elevator complaints. Correct all complaints.
2. Ride cars, checking for unusual noise or operation
3. Correct any malfunctions noted

| Month | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

**CONTROLLER**

1. Observe dispatching, timers, and relays for proper operation.
2. Check all controller and supervisor relays and contacts. Replace when necessary.
3. Check settings and operation of overloads
4. Clean and check fuses and fuse holders.
5. Check controller voltages.
6. Check resistor tubes, grids, condensers, etc.

**SELECTOR**

1. Lubricate selector cable sheaves.
2. Adjust and/or replace selector brushes and contacts.
3. Clean and lubricate selector chains, guides, drives and drums.

**HOIST MACHINE**

1. Observe worms and gears for end play, back lash, thrust, and bearing wear in machine.
2. Inspect brake, brake drum, drive sheave. Remove, clean, and lubricate DC brake cores. Clean or replace brake shoes if necessary
3. Renew or reseat brushes as required.
4. Clean and/or undercut commutator.
5. Grease roller bearings.
6. Check sleeve bearing oil.
7. Change sleeve bearing oil.
8. Blow out machine with air pressure.
9. Check armature or rotor clearance.
10. Clean dirt and dust from exterior surface of machines.
11. Check motor connections.

**MG SETS**

1. Clean and/or turn undercut commutators.
2. Renew or reseat brushes as required.
3. Blow out machine with air pressure
4. Check armature or rotor clearance
5. Grease roller bearings.
6. Change oil in sleeve bearings.
7. Clean dirt and dust from exterior surface of MG sets.
8. Check MG set connections.

**SIGNAL AND DISPATCHING**

1. Replace any burned out lamps in the starters control indicator panel, car operating panel, etc.
2. Observe dispatching, dispatching intervals, high and low call reversal circuits. Make corrections where necessary.
3. Observe operation of car arrival lanterns and gongs. Correct malfunctions noted.

**EMERGENCY OPERATION**

1. Activate fireman's recall system
2. Test each elevators emergency service.
3. Activate emergency hospital service system.
4. Test car emergency lights.
5. Test emergency power system

**GOVERNORS**

1. Clean, lubricate and test for free movement of all governors. Manually extend governor weights to make sure there is no restriction in motion.

**ROPES**

1. Check all ropes, grooves, hitches and equalize tension. Lubricate when necessary
2. Check rope, clamps and shackles.
3. Check compensating chain or rope and hitches.

M. SCHEDULE

Jraulic Elevators

Month Started _____ Year _____

| Month | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | | | | | | | | | | | |
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## HYDRAULIC MACHINES

1. Maintain oil tank at proper level.
2. Check tension and wear of V belts.
3. Lubricate motor bearings.
4. Check for accessive leakage around valves and pumps
5. Inspect flexible hoses and connections.
6. Wipe up any oil residue around machine.

## JACK ASSEMBLY

1. Check packing gland for excessive oil leakage. Tighten or repack if necessary.
2. Check plunger for signs of leakage or deterioration
3. Check platen bolts for cracks and tightness.

## CAR

1. Check alarm bell and communication system.
2. Replace non-rechargeable emergency light batteries
3. Check load weighing device.
4. Clean car tops and related hardware.
5. Check and adjust car door up-thrusts.
6. Inspect car door operator. Clean, adjust or replace pulleys, shafts, key ways, belts, cams, motor brushes. Lubricate where required.
7. Inspect guide shoes and roller guides.
8. Inspect broken tape or cable switches.
9. Check car enclosure steadying devise.
10. Check and test all safety devices.
11. Clean door guide channels.
12. Check clearance for car safety shoes.
13. Check stile channels for bends or cracks. Also, car frame and supports.
14. Check car operating panel, controls and switches. Clean and lubricate when necessary.
15. Check retiring cam device, chain, dash pots, pivots, fastening, etc.
16. Check leveling units.
17. Check photo cells and safety edges for door retraction and obstruction timing.
18. Inspect and clean car door or gate and related parts

## HOISTWAY

1. Check leveling switches and leveling operation.
2. Inspect read switches.
3. Check hall button operation.
4. Lubricate cup oil type sheave bearings.
5. Inspect limit switches, contacts, cam alignment.
6. Check sheave fastenings, grooves, lubricate grease type bearings.
7. Check stiles for cracks, bends, loose nuts, etc.
8. Check wear and insulation on traveling cables. Check junction box connections.
9. Clean door hangers, tracks and rollers. Adjust up-thrusts when necessary.
10. Clean and inspect counterweight, counterweight rope fastenings, roller guides, guides shoes, etc.
11. Inspect hoistway door guides and door closers
12. Clean hoistway, separator beams, guide rails, door guide channels, etc
13. Check hoistway lighting. Replace bulbs where necessary

## PIT

1. Clean and lubricate governor tail sheave
2. Check oil levels in buffers
3. Clean and lubricate compensating sheave, selector tail sheave
4. Clean pit, iron work located within the pit.
5. Empty drip pan in pit.