

# **EAST ST. LOUIS HOUSING AUTHORITY**

**QUOTATION FOR SMALL PURCHASE**

# **MAINTENANCE REPAIR TASK ORDER SERVICES**



**ISSUED December 7, 2020**



## Quotation for Small Purchase QSP 20-SPMRTOS

### INSTRUCTIONS TO QUOTERS

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

#### **Maintenance Repair Task Order Services**

The East St. Louis Housing Authority (ESLHA) is soliciting quotes from contractors to provide on-call maintenance repairs for the following services:

- Removal and installation of electric and/or gas water heater
- Unstop toilet with auger
- Unstop main sewer line unstop
- Unstop kitchen and/or lavatory sink
- Removal and/or replacement of kitchen and lavatory faucet
- Toilet removal and replacement
- Replace and/or removal of smoke detector and carbon monoxide detector
- Removal and/or installation of interior and exterior door
- Removal and/or replacement of light fixture
- Removal and/or replacement of range hood
- Removal and/or replace of bathroom exhaust fan
- Repair and replace rotten wood for floor and/or Floor tile replace (per square footage)
- Removal and Installation of Tub Enclosure
- Removal and/or replacement tub spout and/or tub faucet and/or shower head
- Repair holes in walls (cost per square footage)
- Replace storm door handles and/or closures
- Remove Storm Doors
- Paint Entire Unit for Bedrooms 1,2,3,4 and 5.

The Contractor shall be responsible to perform labor on units at all AMPs throughout ESLHA locations and Central Office, and furnish all necessary labor, supervisors, equipment and supplies. Agency will provide materials.

The ESLHA will award one or more indefinite quantity task order contracts.

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

Quotes will be received until:

**Closing Time:** 3:00 p.m.

**Closing Date:** December 17, 2020

**Where:** The Housing Authority of the City of East St. Louis  
700 N. 20<sup>th</sup> Street, East St. Louis, IL 62205



For questions regarding the Small Purchase Quotes or contract requirements, contact:

- Lynn Clanton at 618.646.7211 [lynnclanton@eslha.org](mailto:lynnclanton@eslha.org)

Quote packets will be available on ESLHA's website at [www.eslha.org](http://www.eslha.org). Monday, December 7, 2020 after 2:00 pm. Quoter's are strongly urged to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after award. Please use above contact information to schedule a site visit.

The Offeror must provide a firm, fixed price for all requirements set forth in this Solicitation.

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

The ESLHA shall, to the maximum extent practicable, give preference to making multiple awards.

The contract will be awarded to one or more of the most responsive and responsible firms whose quote is the most advantageous to the ESLHA, provided the quote complies with all conditions of the Solicitation, Offer, and Award.

The ESLHA is prohibited from making any awards to firms (including subcontractors) or any individual that is on the lists for firms ineligible to receive awards from the United States Government, as furnished by HUD. Any award of a contract from this QSP will be made only by written authorization from the Contracting Officer of the ESLHA.

All firms will be notified by mail of the ESLHA's selection as soon as possible. The selected firm/s will be expected to begin work within one (1) week of receipt of Notice to Proceed.

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

By: Mildred A. Motley  
Executive Director



## GENERAL CONTRACT PROVISIONS

### Schedule of Events

Event	Date	Time
Quotation Issued	12/07/2020	After 2:00 p.m.
Quotes Due to ESLHA	12/17/2020	3:00 p.m.

### Quotation Filing Instructions

All quotations must be received by ESLHA at the above address by 3:00 p.m. on Thursday, December 17, 2020. Quotations received after that time may not be considered for award.

Quotations may be received via email or hard copy to lclanton@eslha.org or 700 North 20th Street, East St. Louis, IL 62205.

ESLHA will evaluate all quotations submitted and will make award pursuant to all quotation conditions and requirements. Proposal Fee Sheet and HUD 5369 C form must accompany the quote submittal.

### Contract Period

Contract period shall not exceed a period of 365 days from initiation of contract. Owner may grant four additional one-year extensions (5-years total), if contractor's performance is satisfactory and funds are available.

### Final Notification and Commencement of Work

All respondents will be notified by mail of the ESLHA's selection as soon as possible.

### Alternate Quotations

Quotations that do not meet the requirements of the QSP will not be considered.

### Right to Reject or Terminate

The ESLHA reserves the right to reject any or all quotations or to waive any informality in the process. The ESLHA reserves the right to terminate the quotation process or to terminate any award at any time for its convenience, or to cancel the award and make award to the next qualified Offeror if the original successful Offeror is not able to deliver the required services in a satisfactory manner within the terms outlined within these documents. Submitted quotation shall not be withdrawn for a period of sixty (60) days subsequent to the opening of quotations without the express written consent of the ESLHA Executive Director.

### Quotation Documents

Do Not Fold or Make Any Additional Marks, Notations or Requirements on These Documents! As all the pages of this document are considered to be a part of the Form of



Quotation. Offeror shall not be allowed to change the conditions or specifications contained herein by entering onto these documents any changes, notations, or additional requirements. If any such additional marks, notations, or requirements are entered on the original signed documents that are submitted to the ESLHA, the entire quotation may be determined invalid and it may be rejected without further consideration.

It shall be the responsibility of each Offeror to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the ESLHA; including any addenda and attachments to the completed forms submitted by the Offeror. By virtue of completing, signing, and submitting the completed documents and attachments, the Offeror is stating his/her agreement to comply with the Instructions, Conditions and requirements set forth within the documents.

### **Contract Amendments**

The ESLHA reserves the right to amend the proposed contract at any time during the length of such contract as deemed necessary by the ESLHA by experience and on order to comply with overall procedures and practices instituted by the ESLHA.

### **Limitation of Liability**

In no event shall the ESLHA be liable to the successful Offeror for any indirect, incidental, consequential or exemplary damages.

### **Indemnity**

The following indemnification clause is hereby included, by reference, as a part of the proposed contract:

To the extent authorized by law, the Contractor shall, indemnify and hold Owner's officers, employees, agents and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which Owner's officers, employees, agents or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against Owner's officers, employees, agents, or other retained consultants as a result of, or by reason of, or arising out of, or on account of, or in consequences of any act or failure to act on the part of the Contractor,

its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in the agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in whole or in part, by any party indemnified hereunder; or (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; (ii) through the use of unacceptable materials and/or products, or both, which may be defective or manufactured, designed, or installed or used so as to give rise to a claim; or (iii) because of any claim or amount recovered under the "Illinois Industrial Insurance Act", or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the Contractor in the fulfillment or performance of the terms, conditions and covenants that are contained in the agreement. Any money due the



Contractor under and by virtue of the agreement which is considered necessary by Owner for such purpose, may be retained by Owner for its protection; money is due, its surety, if any, may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to owner; provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance.

The Contractor expressly agrees, at its own expense, to defend Owner's officers, employees, agents and other retained consultants, against any and all claims, suits or actions which may be brought against them or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequences of any act or failure to act which the Contractor has indemnified Owner's officers, employees, agents and other retained consultants against, and if the Contractor shall fail to do so, Owner shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor, including attorney's fees and court costs; provided that, the forum in which such claim, suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder. Owner shall reimburse the Contractor for, in whole or in part, if a determination is made that Owner shall indemnify the Contractor for the costs of such determination.

The successful Offeror guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

### **Federally Required Orders/Directives**

The Offeror agrees that he/she will comply with the following laws and directives that the ESLHA has received from HUD:

- Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- Public Law 88-352-Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The ESLHA hereby extends this requirement to the successful Offeror and its private contractors. Specific prohibited discriminatory actions and corrective actions are described in Chapter 2, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et seq).
- Public Law 90-284-Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and Prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the ESLHA requires that the successful contractor administer all programs and activities, which are related



- to housing and community development in such a manner as affirmatively to further fair housing.
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
  - Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et seq.).
  - Executive Order 11246, which is the Notice of Requirements for Affirmative Action to ensure equal employment opportunity.
  - HUD Information Bulletin 90-23 which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement; (b) Clean Air and Water Certification; and, (c) Energy Policy and Conservation Act.

### **Miscellaneous Provisions**

The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore, each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall for with be physically amended to make such insertion or correction upon the application of either party.

### **VENDOR RESPONSIBILITY**

The vendor shall be responsible for providing all permits, city registration, licensing, payment of all local, state, federal and worker's compensation, insurance, tax, labor, supervision, vehicles and equipment, needed to provide the work outlined within these documents and/or required by the ensuing contract.

### **Additional Required Information**

In addition to the forms attached to this quotation, each offeror shall include as an attachment the following information:

1. Overall qualifications of the firm to provide the services described herein. Including general information about the firm, its experience and scope of work etc., which will be helpful to the ESLHA in the selection process?
2. At least three (3) current references (similar work) from clients/customers including name, address, and phone number.
3. Identification of staff members to be assigned to the work and a summary of the qualifications of such persons to complete the work described herein.

### **Escalation of Fees**



If allowed by HUD, within three months of the end of the original contract the ESLHA may conduct negotiations with the vendor to cover all fees during any extended contract period. If agreement cannot be reached within two (2) weeks of the beginning of such negotiations, the ESLHA shall retain the right to end such negotiations and conduct a new QSP.

### **Reimbursable Expenses**

Unless agreed upon during any negotiations or included on the original pricing sheet, the ESLHA shall NOT reimburse vendors for expenses related to the performance of the proposed contract.

### **Billing Method**

The successful Offeror shall deliver to the ESLHA after the completion of each task a detailed invoice listing the following minimum information for each billed item:

- Description of work performed.
- Location of work (including development number if work is performed on a dwelling unit)
- Cost of work (including parts markup breakdown if applicable)

### **Pricing**

ESLHA will pay the contractor for services performed according to the pricing sheet submitted with the quote package. ESLHA will pay for other services on a case-by-case basis (sub-contractors or special services not described above) if approved by the property manager as necessary to the work ordered.

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

### **Exceptions Pertaining to the GCMA:**

The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of three (3) requests from the HA to be available for work the contract period.

**PLEASE NOTE:** This clause does not pertain to any firm that has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the HA has not made a task order award to any contractor(s) in the pool that would ensure that award(s) to the contractor reaches the \$1,000 GCMA, the HA shall retain the right to suspend the process and complete an award directly to any such



contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period).

### **Standards and Practices**

All work performed under this contract must conform with the standards and practices governing this service as set forth by any applicable local, state and/or federal codes, laws and regulations.

### **Assignment of Personnel**

During the performance of the work under the proposed contract, ESLHA shall retain the right to demand and receive a change in personnel if the ESLHA believes that such change is in the best interest of the ESLHA and the completion of the work.

### **Unauthorized Sub-Contracting Prohibited**

The successful Offeror shall not assign any right, delegate any duty, or execute any agreement for services under this agreement without the prior written consent of the ESLHA Executive Director. Any purported assignment of interest, delegation of duty, or execution of agreement without the prior written consent of the ESLHA Executive Director shall be void and may result in the cancellation of this contract, or may result in the full or partial forfeiture of funds paid to the contractor as a result of this contract, as determined by the ESLHA.

### **Insurance**

Contractor agrees at its sole expense to procure and keep in force during the entire period of the agreement, comprehensive general liability, automobile insurance and workman's compensation with a company duly licensed and authorized to write such coverage in this State.

- Comprehensive General Liability                      \$1,000,000
- Comprehensive Automobile Liability                      \$500,000 \*
- Workman's Compensation within the Statutory Limits of the State of Illinois

(\* Proof of Comprehensive Automobile Liability insurance is required only on contracts where vendor's vehicles will be on Housing Authority grounds regularly.)

The Contractor shall provide Insurance Certificates, wherein *ESLHA* shall be named as Certificate Holder and *East St. Louis Housing Authority*, shall be named an additional insured.

### **Right to Audit**

Contractor shall make available for audits its books, ledgers, records and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the Housing Authority of the City of East Saint Louis internal and external auditors.



### **Retention Of Records**

The Contractor shall maintain the records pertaining to billings for a period of three years after the contract is terminated and audited by ESLHA.

### **Contract Administration**

The Contractor is to provide a contact person during the period of performance of the contract for prompt contract administration. The designed representative to be contacted during the period of performance of this contract from the ESLHA will be identified during conference where the Notice to Proceed shall be issued.

### **Holiday Schedule**

The following is a list of holidays observed by ESLHA. Contractors are advised that these dates our office will be closed. Contractors are obligated to observe these holidays.

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
President's Birthday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

### **Notices to Contractor**

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

### **Hours of Delivery**

Daily work hours and delivery of items under this order shall be accomplished between the local hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Deliveries shall not be made on Saturdays, Sundays, or Federal legal holidays.

### **Forms incorporated by reference**

HUD 5370-C Section I  
HUD 5370-C Section II  
Section 3 Clause



## AFFIRMATIVE ACTION CONTRACTORS AGREEMENT

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, creed, color, sex, national origin, or handicap. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, creed, color, 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 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.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising a labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order 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.
6. In the event of the Contractor's noncompliance with the Equal Opportunity clause 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, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No.



11914 of April 28, 1976, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, so such provisions will be binding upon each subcontractor or vendor. The Contractor will take each action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with litigations with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the above, the Contractor will be required to comply with all requirements of Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-2000d-4), 24 CFR Part 1; Fair Housing Act (42 U.S.C. 3601-36), 24 CFR Part 100; Executive Orders 11063 (Equal Opportunity in Housing), 11246 (Equal Opportunity), and 12138 (Women's Business Enterprise); Section 3 of the HUD Act of 1968, as amended, (123 U.S.C. 1701u), 24 CFR Part 135, Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR Part 8.

The provisions of the Act of General Assembly of the State of Illinois entitled "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in the Employment under Contracts for Public Buildings or Public Works", approved July 8, 1977, as well as the Equal Employment Opportunity clause required by the Illinois Fair Employment Practices Commission, are hereby made a part of the contract the same as if incorporated verbatim herein.

8. Utilization of Minority Business
  - a. It is the policy of this Authority that minority businesses shall have the maximum practicable opportunity to participate in the performance of contracts of the Authority. This Authority has established a goal of at least 25% of its approved CIAP and Comprehensive Grant funds be awarded to contracts with MBE construction contractors, architect/engineers, consultants, or material suppliers.
  - b. The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, minority individual



controls the term “minority business” means a business with at least 51% minority ownership, control or distribution of profit and losses and whose management and daily business operations. For the purposes of this definition, minority group members are African-Americans (Blacks), Hasidic Jews, Spanish-speaking Americans, American Indians, Aleuts, Puerto Ricans, Asian Pacific Americans, and Asian Indians.

- c. Contractors may rely on written representation by a subcontractor regarding its status as a minority business in lieu of an independent investigation.
9. Employment and Training Opportunities for Residents of Public Housing
    - a. It is the policy of the Authority to provide to the greatest extent feasible, opportunities for training and employment are given by construction Contractors and subcontractors to tenants of public housing owned by the Authority and Section 8 tenants.
    - b. The Contractor agrees to use its best efforts to carry out this policy in accordance with the Authority's Affirmative Action Plan and in the awarding of its subcontracts to the fullest extent consistent with the efficient performance of this contract.
  10. Affirmative Action Program

The Contractor shall submit for the review and approval of the ESLHA an Affirmative Action Program that is in compliance with the requirements listed above prior to the issuance of Notice to Proceed. This program shall include the specific steps to be taken to guarantee equal employment opportunity keyed to the problems and needs of minority groups and the proposed manner of implementation.



## Task Assignment

Contractors will be notified of each task by the issuance of a Task Order. An ESLHA representative will complete the Nature of the Problem section, the Action Taken to Date section, and the Special Instruction section, if applicable. The ESLHA representative will also indicate status of the work by checking the status box on the form.

The Contractor shall be required to complete all task orders issued in the time frame listed below:

- Priority 1 - (Emergency) Task Orders shall be completed within four (4) hours of notification. Response time shall be within one (1) hour after notification.
- Priority 2 - (Urgent) Task Orders shall be completed within twenty-four (24) hours of notification.
- Priority 3 - (Routine) Task Orders shall be completed within five (5) business days.

If the work is an emergency or urgent task, the ESLHA representative shall obtain the appropriate approvals and issue the task order for immediate completion.

If the work is a routine task, the ESLHA shall complete the appropriate sections of the task order, obtain appropriate approvals and forward the task order to the contractor.

The Contractor must submit a completed task order to the ESLHA representative on the day the work was completed or no later than the next business day. Failure of the contractor to observe this schedule shall be grounds for default.

Upon task completion, ESLHA shall indicate acceptance of the work by signing the appropriate block on the task order Form. A copy of the accepted form will be transmitted to the Contractor.

## Completion of Task

- Contractor must assure that all debris is removed upon completion of task.
- Contractor must ensure that all openings are properly closed upon completion of task.
- Contractor must return all key obtained from management office each day by 4:15 PM

**QSP 20-SPMRTO****Proposed Fee Sheet**

<b>Hourly Rate</b>	<b>\$</b>
<b>Overtime Rate</b>	<b>\$</b>
<b>Overtime Hours</b>	
<b>Unit Pricing</b>	
<b>Removal of interior and exterior doors</b>	<b>\$</b>
<b>Installaiton of interior and exterior doors</b>	<b>\$</b>
<b>Toilet Unstop with Auger</b>	<b>\$</b>
<b>Main Sewer Line Unstop</b>	<b>\$</b>
<b>Kitchen and/or Lavatory Unstop</b>	<b>\$</b>
<b>Removal of kitchen or lavatory faucet</b>	<b>\$</b>
<b>Replacement of kitchen or lavatory faucet</b>	<b>\$</b>
<b>Toilet removal and replacement</b>	<b>\$</b>
<b>Removal of smoke detector and carbon monoxide detector</b>	<b>\$</b>
<b>Replace smoke detector and carbon monoxide detector</b>	<b>\$</b>
<b>Remove light fixture</b>	<b>\$</b>
<b>Replacement light fixture</b>	<b>\$</b>
<b>Remove range hood</b>	<b>\$</b>
<b>Replacement range hood</b>	<b>\$</b>
<b>Removal bathroom exhaust fan</b>	<b>\$</b>
<b>Replace bathroom exhaust fan</b>	<b>\$</b>
<b>Repair and replace rotten wood for floor (per square footage)</b>	<b>\$</b>
<b>Replace floor tile (per sqaure footage)</b>	<b>\$</b>
<b>Removal and Installation of Tub Enclosure</b>	<b>\$</b>
<b>Removal and/or replacement tub spout and/or tub faucet and/or shower head</b>	<b>\$</b>
<b>Removal and/or replacement tub faucet and/or shower head</b>	<b>\$</b>
<b>Removal and/or replacement shower head</b>	<b>\$</b>
<b>Repair holes in walls (cost per square footage)</b>	<b>\$</b>
<b>Replace storm door handles and/or closures</b>	<b>\$</b>
<b>Removal and/or Storm Doors</b>	<b>\$</b>
<b>Replace Storm Doors</b>	<b>\$</b>

**Paint Entire Unit for Bedrooms as follows:**

	<b>1 Bedroom</b>	<b>\$</b>
	<b>2 Bedroom</b>	<b>\$</b>
	<b>3 Bedroom</b>	<b>\$</b>
	<b>4 Bedroom</b>	<b>\$</b>
	<b>5 Bedroom</b>	<b>\$</b>

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

**4. Organizational Conflicts of Interest Certification**

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

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

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

**6. Conflict of Interest**

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

**7. Offeror's Signature**

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title: