

SUBMITTAL DOCUMENTS



FOR

REQUEST FOR PROPOSAL

**TO PROVIDE PROPERTY MANAGEMENT SERVICES
FOR Various Public Housing Complexes
FOR THE ST. LOUIS HOUSING AUTHORITY**

SOLICITATION NO. RFP: HM 23-09

INFORMATION TO OFFERORS OR BIDDERS SECTION A - COVER SHEET	1. Solicitation No.	2. REQUEST FOR PROPOSALS	
<u>INSTRUCTIONS</u> Note the Affirmative Action Requirement of the Equal Opportunity Clause which may apply to the contract resulting from this solicitation. You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of solicitations involving awards of contracts exceeding \$25,000.00 which are not exempt from the provisions of the Equal Opportunity Clause.			
3. ISSUING OFFICE (complete mailing address, including zip code) <div style="text-align: center;"> St. Louis Housing Authority 3520 Page Boulevard, 2nd Floor St. Louis, MO 63106 </div>			
4. ITEMS/SERVICES TO BE PROCURED (brief description)			
5. ADDITIONAL INFORMATION a. All correspondence should contain the Offeror's plus 4 zip code. b. Offerors are requested to include their Federal Identification Number.			
6. POINT OF CONTACT FOR INFORMATION			
a. NAME (Last, First, Middle Initial)	b. ADDRESS (including zip code) <div style="text-align: center;"> St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106 </div>	c. TELEPHONE NUMBER (including area code)	
7. REASONS FOR NO RESPONSE: 			
8. MAILING LIST INFORMATION a. <input type="checkbox"/> Yes, We desire to be retained on the SLHA's mailing list for future procurements. b. <input type="checkbox"/> No, We do not wish to be retained on the SLHA's mailing list.			
9. RESPONDING FIRM:			
a. Company Name:		b. Address (include zip code & 4):	
c. Action Officer:	(2) Title:	(3) Signature	(4) Date Signed
(1) Typed or Printed Name (Last, First, Middle Initial)			

OFFER (must be fully completed by offeror)

10. Offeror acknowledges receipt of amendment(s) Number(s): _____ Date(s): _____	
--	--

11. Name and Address of Offeror: _____ _____	12. Name & Title of Person authorized to Sign Offer (TYPE OR PRINT) _____
---	---

13a. Telephone No. (include area code) _____ 13b. Facsimile No. (including area code) _____	14. Check <input type="checkbox"/> if remittance address is different from above - Enter such address in schedule _____
--	---

15. Signature _____	Offer Date: _____
----------------------------	--------------------------

AWARD (To be completed by Authority)

16. Accepted as to items numbered: _____	17. Amount: _____
--	-----------------------------

18. Submit invoices to: St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106	19. Contract Officer's Technical Representative: Name _____ Telephone # _____
---	--

20. Administered by: St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106	21. Payment will be made by: St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106
--	--

22. Name of Contracting Officer (Type or Print) _____	23. Signature of Contracting Officer: _____
---	---

24. Award Date: _____	
---------------------------------	--

**Fee Proposal Form
RFP HM 23-09**

Name of Firm _____

Signature _____

Date _____

Management Fee

Please indicate the monthly management fee proposed for each occupied unit. The SLHA will pay a fee for each unit under lease on the 1st of the month.

Proposals can be made for one or more of the following developments:

\$ _____ per Unit per Month for Clinton Peabody

\$ _____ per Unit per Month for James House

\$ _____ per Unit per Month for Euclid Plaza

\$ _____ per Unit per Month for West Pine

\$ _____ per Unit per Month for Parkview

\$ _____ per Unit per Month for Badenhaus/fest

\$ _____ per Unit per Month for LaSalle Park

\$ _____ per Unit per Month for Cochran Plaza

\$ _____ per Unit per Month for Southside Scattered

\$ _____ per Unit per Month for King Louis III

\$ _____ per Unit per Month for Kingsbury Terrace

STATEMENT OF OFFEROR'S QUALIFICATIONS
PROFESSIONAL SERVICES

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he/she desires.

1. Name of Offeror. _____

2. Permanent main office address, including city, state, and zip code. (Include St. Louis Office address if main office is not in St. Louis.)

3. Federal I.D. Number _____
4. Form of Business (i.e.: Joint Venture, Corporation, Partnership, LLP, Sole Proprietor, etc.)

5. When organized. _____

6. If a Corporation, where incorporated. _____

7. How many years have you been engaged in business under your present firm name?

8. General character of work performed by your company.

9. Have you ever failed to complete any work awarded to you. If so, where and why? (Be specific and attach separate sheets if needed.)

10. Have you ever defaulted on a contract? If so, where and why? (Be specific, attach separate sheet if needed.)

11. (a) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, sex, disability, age or religion? If so, give full details. (Attach separate sheets) _____

(b) Have you ever been accused of discrimination based upon race, color, nationality, sex, disability, age, or religion in any action or legal proceeding including any proceeding related to any Federal Agency? If so, give full details. (Attach separate sheets) _____

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the St. Louis Housing Authority in verification of the recitals comprising this Statement of Offeror's Qualifications.

Dated at _____ this ____ day of _____, 20__.

(Name of Offeror)

By: _____

Title: _____

(New or updated Offeror's Qualifications will be required if last submittal to the Authority has been over 180 days from this contract Bid Date).

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. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

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

5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Certifications and Representations of Offerors

Non-Construction Contract

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/offers 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:

REPRESENTATIONS AND CERTIFICATIONS (SLHA)

The offeror makes the following representations and certifications as a part of the overall solicitation process. (Check appropriate boxes.)

AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that -

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor 41 CFR 60-1 and 60-2; or
- (b) It has , has not, previously had contracts subject to the written affirmative action programs required of the rules and regulations of the Secretary of Labor.

DRUG-FREE WORKPLACE

- (a) Definitions. As used in this provision.

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free Workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under an Authority contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will:
 - (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will

- be taken against employees for such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision:
 - (4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction:
 - (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and
 - (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
 - (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of

this provision, renders the offeror unqualified and ineligible for award.

- (e) In addition to other remedies available to the Authority, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States code, Section 1001.

The undersigned certifies to the foregoing statements contained herein.

Principal

Company

Date

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

**NON-COLLUSIVE AFFIDAVIT
PRIME CONTRACTOR**

STATE OF _____)

_____)ss

COUNTY OF _____)

_____, Being first duly sworn, deposes and says that:

1. He is the _____ of _____.
(owner, partner, officer, representative, or agent)
the Offeror that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror or any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or, to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the St. Louis Housing Authority or any person interest in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement or the part of the Offeror or any its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

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

My commission expires _____

ST. LOUIS HOUSING AUTHORITY
SECTION 3 ECONOMIC OPPORTUNITY PLAN
 Economic Opportunities for Low- and Very Low-Income Persons:
 Section 3 Regulation (24 CFR Part 75)

Section 3 of the Housing and Urban Development Act of 1968¹ ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The project that is the subject of this solicitation ("project") will be funded using federal financial assistance and qualifies as **Public Housing Financial Assistance** for purposes of Section 3 regulations or is otherwise subject to Section 3 compliance in accordance with SLHA's Section 3 Policy and Compliance Plan. This solicitation and the resulting contract award is subject to compliance with Section 3 regulations and the Section 3 Policy and Compliance Plan, which is available for viewing at www.slha.org. **SLHA places a particular importance on creating new job opportunities for Section 3 Workers and Targeted Section 3 Workers, including, providing them sufficient labor hours on the project. Awarded vendor will be required to meet or exceed the 25% and 5% labor hour benchmark.**

As a participating Bidder/Proposer, please answer the questions and provide the requested information on the pages that follow and sign where indicated. **Subcontractors employed on the project must also comply with Section 3 and complete these forms. Include your completed Section 3 forms, and the completed forms for each of your subcontractors with your bid/proposal. Failure to complete all information and/or submit all pages may result in a finding that your bid/proposal is non-responsive.**

If awarded a contract, you will be required to provide reports documenting your efforts and those of your subcontractors to comply with the requirements of Section 3 and SLHA's Section 3 Policy and Compliance Plan. A copy of your completed Section 3 package will be included in the contract.

General questions and assistance in completing Section 3 forms can be directed to section3@slha.org.

SLHA IFB /RFP #: _____

PROJECT TITLE: _____

 Name of Contractor/Service Provider

 Contact Name and Title

 Services Provided

 Business Certifications²

 Address

 City/State/Zip Code

 Phone

 Email

¹ Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.

² Business certifications include Section 3, MBE/WBE/SBE

Bidder/Proposer Name: _____

1. Does your Business qualify as a Section 3 Business Concern? YES NO

If you answered YES, complete the Section 3 Business Certification Form attached to this exhibit or attach a letter of certification from SLHA. Certification letters from other agencies MAY be submitted, but all certification letters will be verified and issuing agencies will be interviewed to determine legitimacy of certification.

If you answered NO, you do not need to submit the Section 3 Business Certification with your bid/proposal/quote.

A **Section 3 Business Concern** means a business concern that satisfies **at least one** of the following criteria within the last six-month period:

- a. The business is at least 51 percent owned and controlled by low- or very low-income persons;
- b. Over 75 percent of the labor hours performed for the business over the prior three month period has been performed by Section 3 workers; or
- c. The business is at least 51 percent owned and controlled by residents who currently live in publichousing or Section 8-assisted housing.

2. Will you be using any subcontractors on this project? YES NO

If you answered YES, complete below. *Remember to provide each listed subcontractor with a copy of these Section 3 forms and include them with your bid/proposal. Attach additional pages as needed.*

Subcontractor Name	Trade	Subcontract DollarValue	Business Certification

3. If awarded a contract, how many people/workforce are needed to complete the job?

Please list the job classifications and number of workers needed for each classification.

Job Title	Current Workforce	Additional Needed

Bidder/Proposer Name: _____

DEFINITIONS

A **Section 3 Worker** means any worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (includes residents of public housing);
- (ii) The worker is employed by a Section 3 business concern; or
- (iii) The worker is a YouthBuild participant.

For **Public Housing Financial Assistance** projects like this, a **Targeted Section 3 worker** means a **Section 3 worker** who is:

- b. A worker employed by a Section 3 business concern; or
- c. A worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:
 - (i) The worker is a resident of public housing or Section 8-assisted housing;
 - (ii) The worker is a resident of another project managed by SLHA; or
 - (iii) A YouthBuild participant.

HUD INCOME LIMITS

Federal low- and very low-income limits are determined annually by HUD and are published at <https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>. These limits are typically established at 80 percent and 50 percent of the area median individual income.

Income Eligibility Guideline*
(FY 2022 City of Saint Louis HUD Income Limits)

Saint Louis HUD Metro FMR Area

Very Low (50%) Income Limit	No more than \$33,250, or
Low (80%) Income Limit	No more than \$53,150

**effective April 18, 2022*

*Note: a **Section 3 worker** can be either a very low- or low-income individual.

Bidder/Proposer Name: _____

SECTION 3 COMPLIANCE BENCHMARKS:

If awarded a contract, you will be required to demonstrate good faith efforts and provide evidence that you followed the hiring priorities and met or exceeded the following Section 3 Benchmarks:

1. **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**.

See www.slha.org for more information and graphics explaining the benchmarks.

4. If awarded a contract, do you commit to engaging in good faith efforts to meet or exceed the Section 3 Benchmarks?

YES NO

For purposes of Section 3³, good faith efforts include, but are not limited to:

- a. Engaging in outreach efforts to generate job applicants who are **Targeted Section 3 Workers**, including notifying SLHA’s Section 3 team, posting job openings at job site, HUD Opportunity Portal⁴, social media pages and other platforms.
- b. Providing training, apprenticeship opportunities, technical assistance to help **Section 3 workers** compete for jobs (e.g., resume assistance, coaching) or holding job fairs.
- c. Providing or referring **Section 3 Workers** to services that support work readiness and retention (e.g., worker readiness activities, test fees, clothing for interviews, transportation, childcare).
- d. Providing **Section 3 Workers** assistance to apply for or attend community college, a four-year educational institution or vocational/technical training.
- e. Engaging in outreach efforts to identify and secure bids from **Section 3 Business Concerns** and providing them technical assistance to bid on contracts.
- f. Providing **Section 3 Business Concerns** bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- g. Promoting use of business registries designed to create opportunities for disadvantaged and small businesses.

³ See 24 CFR 75.15

⁴ See <https://hudapps.hud.gov/OpportunityPortal/> for posting jobs and contracting opportunities

Bidder/Proposer Name: _____

5. If you are unable to satisfy the Benchmarks, please indicate whether you can provide Section 3 Workers and/or Targeted Section 3 Workers these other economic opportunities⁵:

Commit to provide Section 3 Workers with apprenticeship opportunities. Specify:

Commit to assist Section 3 Workers to obtain financial literacy training or coaching. Specify:

Commit to provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. Specify:

Additional Notes/Comments

Please sign below to acknowledge the following:

- *You have read and understood the Section 3 requirements set forth herein.*
- *If awarded a contract, you intend to comply with all applicable requirements and satisfy Section 3 benchmarks and your expressed commitments.*
- *You understand that if awarded a contract you may be held in material default of the contract if you fail to comply with your expressed commitments.*
- *You understand that if awarded a contract, your business is required to submit compliance reports, worker certification forms, payroll or time and attendance records and documentation evidencing your efforts to satisfy Section 3 benchmarks and your expressed commitments.*

Name: _____

Signature: _____

Title: _____

Date: _____

⁵ For a complete list of qualitative efforts, please see 24 CFR 75.15

Bidder/Proposer Name: _____

**SECTION 3 BUSINESS CERTIFICATION
(24 CFR Part 75)**

Business Name	Address / City / State /Zip Code	Services Provided / Trade
Point of Contact / Title	Telephone	E-mail

Does your business qualify as a “Section 3 Business” as that term is defined in 24 CFR Part 75.5?

- YES NO

If yes, check the boxes below under which subcategory you qualify. **Note:** additional financial documentation may be requested for review as a part of the verification process for your business.

Your business qualifies as a **Section 3 Business Concern** if you can document that the business satisfied at least one of the following criteria within the last six-month period:

- i. The business is at least 51 percent owned and controlled by low- or very low-income persons (see page 2 for qualifying income limits or refer to www.slha.org)
- ii. More than 75 percent of the labor hours performed for the business over the prior three month period was performed by Section 3 Workers (see page 2 for definition of “Section 3 Worker” or refer to www.slha.org); or
- iii. The business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Does your business qualify as one of the following?

- Minority-Owned Business: Black American Hispanic American Native American
(If checked this box, specify) Asian/Pacific Americans Other: _____
- Small Business Enterprise Women-Owned Business

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business certification eligibility requirements in accordance with 24 CFR Part 75. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the SLHA Section 3 Business Registry database. Section 3 Business Concerns are not exempt from meeting the specifications of the contract or other Section 3 requirements and obligations. Information that is misrepresented on this form will be grounds for terminating Section 3 certification and can possibly jeopardize future contract bidding eligibility with the SLHA.

Signature

Name and Title (Print)

Date

INSTRUCTIONS FOR COMPLETION OF THE MBE/WBE AND WORKFORCE CONTENT FORMS AND AGREEMENT

These forms will be used to judge your participation in attaining the Authority goals of 25% Minority Business Enterprise participation, 5% Women Business Enterprise participation, 35% minority workforce content, and 5% female workforce content. Note: Female workers may only be designated under the "Female Employees" column, regardless of their ethnic basis. They may **not** be designated as both a female **and** a minority worker.

These forms may be duplicated by the contractor(s) as required.

Minority & Women Business Enterprise Utilization Form - Project Contractors & Subcontractors Information

General: It is the responsibility of the prime contractor to complete this form. Completion of the form is to reflect the level of involvement of MBE/WBE's **on this project**. Only certified MBE/WBE's are to be entered on this form.

Column 1 - Firm Name, Address & Phone Number

Enter the required information for the **prime** contractor first, followed by the required information for all subcontractors, regardless of their MBE/WBE status, that will be used on this project.

If neither the prime contractor nor any of the subcontractors are MBE or WBE, the prime contractor is to enter the required information for their firm in Column 1 followed by the statement "No MBE/WBE Participation" across the next three columns, then complete items A through E below, entering zero (0) in all areas.

Column 2 - MBE/WBE I. D. Number

For each entry in Column 1, enter the firm's MBE or WBE identification number; be sure this number is preceded by MBE or WBE. Identify, below the number, the certifying authority (ie: SLDC, MO DOT, IL DOT, Bi-State, Lambert Airport or any governmental agency that certifies M/WBEs). If the firm is not a MBE or WBE, enter N/A (Not Applicable).

Column 3 - Trade/Service or Material

For each entry in Column 1, enter a short title of the firm's business area (ie: Gen. Contractor, Electrical, Plumbing, etc.)

Column 4 - Contract Amount

For each entry in Column 1, **except for the prime contractor**, enter either the actual or projected amount of the subcontractor's contract. This is the amount that the prime

contractor used in the preparation of their bid or proposal.

The prime contractor is to enter the total bid or proposal price **less** the total value of all subcontracts entered on this form. (ie: the total "Contract Amount" column must equal the total of the bid or proposal).

After all the required information above has been entered, complete the form as follows:

- A] Add the Contract Amounts in Column 4 for each entity identified in Column 2 as a certified Minority Business Enterprise (MBE) and enter into the space provided for "Sub-total MBE Amount".
- B] Add the Contract Amounts in Column 4, for each entity identified in Column 2 as a certified Women's Business Enterprise (WBE) and enter into the space provided for "Sub-total WBE Amount".
- C] Add all of the Contract Amounts in Column 4 and enter the total into the space provided for "Total Contract/Bid/Proposal Amount". This total must equal your bid or proposal price.
- D] Divide "Sub-total MBE Amount" by "Total Contract/Bid/Proposal Amount" to derive the percent of MBE participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".
- E] Divide "Sub-total WBE Amount" by "Total Contract/Bid/Proposal Amount" to derive the percent of WBE participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".

NOTE: Supporting documentation (Business licenses, minority certifications, Federal ID numbers and Non-Collusive Affidavits) should follow this form.

Minority & Women Workforce Content Form - Project Contractors & Subcontractors Information

General: It is the responsibility of the prime contractor to complete this form. Completion of the form is to reflect the entire level of effort to be expended **on this project**.

Column 1 - Firm Name, Address & Phone Number

Enter the required information for the **prime** contractor first, followed by the required information for all subcontractors that will be used on this project.

Column 2 - Total Employees

For each entry in Column 1, enter the total employees that will be used **on this project**.

Column 3 - Minority Employees

For each entry in Column 2, enter the amount of those employees in Column 2 that are "minority" employees.

Column 4 - Female Employees

For each entry in Column 2, enter the amount of those employees in Column 2 that are females.

After all the required information above has been entered, complete the form as follows:

- A] Total the employees in Column 3 (Minority Employees) and enter into the space provided for "Sub-total Minority Employees".
- B] Total the employees in Column 4 (Female Employees) and enter into the space provided for "Sub-total Female Employees".
- C] Total the employees in Column 2 (Total Employees) and enter into the space provided for "Grand Total of Employees".
- D] Divide "Sub-total Minority Employees" by "Grand Total of Employees" to derive the percent of minority participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".
- E] Divide "Sub-total Female Employees" by "Grand Total of Employees" to derive the percent of female participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".

Agreement of Minority & Women Business Utilization and Minority & Women Workforce Content

General: It is the responsibility of the prime contractor to complete this form for their company and to obtain and countersign this form for each subcontractor identified on either the Minority & Women Workforce Content form and/or the Minority & Women Business Enterprise Utilization form. If any particular subcontractor is identified on both of the previously mentioned forms, only one Agreement form is required.

**AGREEMENT OF
MINORITY & WOMEN BUSINESS ENTERPRISE UTILIZATION
AND
MINORITY & WOMEN WORKFORCE CONTENT**

In Witness Whereof, Contractor/Consultant, having executed these agreements of Minority & Women Business Enterprise Utilization and Minority & Women Workforce Content, swears under oath and penalty of perjury and non-compliance that the information provided is true and accurate, and without deliberate omissions of any information pertinent to this document, or which would affect St. Louis Housing Authority's decision in awarding of this contract, this _____ of _____ 20____.

CONTRACTOR/CONSULTANT

MBE/WBE SUBCONTRACTOR

Signature

Signature

Title: _____

Title: _____

Date: _____

Date: _____

ST. LOUIS HOUSING AUTHORITY

Contract Compliance: _____ Verification Date:

Project Manager: _____ Verification Date:

WARNING: The funds which are subject hereof are administered by the Department of Housing and Urban Development, Section 1012 of Title 18 of the United States Code, which provide that "Whoever", with the intent to defraud....makes any false statement to or for such department.....shall be fined not more than one-thousand dollars (\$1,000.00) imprisoned not more than one year, or both."

**MINORITY & WOMEN
WORKFORCE CONTENT FORM**

PROJECT CONTRACTORS & SUBCONTRACTORS INFORMATION

FIRM NAME, ADDRESS & TELEPHONE NUMBER	TOTAL EMPLOYEES	MINORITY EMPLOYEES	FEMALE EMPLOYEES

Sub-total Minority Employees _____ % of Total _____ %

Sub-total Female Employees _____ % of Total _____ %

Grand Total of Employees

Affiant's Signature: _____

Affiant's Title: _____

Address: _____

Telephone Number: _____

Subscribed and sworn under oath to before me on this _____ day of _____, 20____.

My Commission expires:

NOTARY

**MINORITY & WOMEN BUSINESS ENTERPRISE
UTILIZATION FORM**

PROJECT CONTRACTORS & SUBCONTRACTORS INFORMATION

FIRM NAME, ADDRESS & TELEPHONE NUMBER	MBE/WBE I.D. NUMBER	TRADE SERVICE OR MATERIAL	CONTRACT AMOUNT

Sub-total MBE Amount \$ _____ % of Total _____ %

Sub-total WBE Amount \$ _____ % of Total _____ %

Total Contract/Bid/Proposal Amount \$ _____

Affiant's Signature: _____

Affiant's Title: _____

Address: _____

Telephone Number: _____

Subscribed and sworn under oath to before me on this _____ day of _____, 20____.

My Commission expires: _____

NOTARY