

**Comunity Action Partnership
Huntsville/Madison & Limestone Counties, Inc.
P.O. Box 3975 ♦ 3516 Stringfield Road
Huntsville, AL 35810**

INVITATION FOR BID AND CONTRACT

SECTION A

This document contains an invitation to bid for Weatherization Contractors, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the Bidder and the Agency named above.

ISSUED BY AGENCY		BID OPENING	
NAME	Community Action Partnership	BID ISSUE DATE	April 22 nd , 2011
	Huntsville/Madison & Limestone Counties	BID NUMBER	ITB 2011-WC-03
ADDRESS	P.O. Box 3975 / 3516 Stringfield Road	OPENING DATE	April 22 nd , 2011
	Huntsville, AL 35810	LOCATION	3516 Stringfield Road
	(Include City, State, Zip Code)		Huntsville, AL 35810
TELEPHONE NUMBER	(256) 851-9800		
CONTRACT DATES*		TOTAL ESTIMATED AMOUNT OF BID (To be inserted by the Bidder)	
COMMENCEMENT	May 1st, 2011	\$	
EXPIRATION	May 1st, 2012	PROMPT PAYMENT DISCOUNT (To be inserted by the Bidder)	
* Two one-year options to be exercised at Agency's discretion for the periods 05/01/2012 through 05/01/2013 and 05/01/2013 through 05/01/14, respectively.		% for payment within	day s

BIDDER

NAME	
ADDRESS	SIGNATURE (in ink)
(Include City, State, Zip Code)	NAME (Print or Type)
TELEPHONE NUMBER ()	TITLE
	DATE
CONTRACT NO.	DATE

ACCEPTANCE

AGENCY NAME

AGENCY SIGNATURE

TITLE

NOTE: By submission of this bid, the Bidder certifies that, in the event he/she receives an award under this solicitation, he/she shall operate in accordance with all applicable current Program regulations.

WEATHERIZATION ASSISTANCE PROGRAM CONTRACTORS QUALIFICATION

GENERAL INFORMATION:

- ✓ Name, Mailing Address, Telephone, email

LICENSES (Copy of):

- ✓ Alabama State Contractor/Business License/General Construction
 - ✓ Electrical License (*)
 - ✓ Gas Fitter License (*)
 - ✓ HVAC License (*)
- Note: (*) If Prospective Bidder intends to use Sub-Contractor, copy of Sub's License is required.**
- ✓ Not listed on Federal Debarred List or removed from bid list by another community action agency.

INSURANCE:

- ✓ Proof of Worker's Compensation Insurance
- ✓ Proof of Liability Insurance that specifically covers general construction, insulation, gas fitter, electrical and HVAC

CERTIFICATE OF TRAINING:

- ✓ Assessment & Remediation of Mold in Buildings
- ✓ Lead Safe Work Place
- ✓ Mobile Home Weatherization
- ✓ Hot Climate Weatherization
- ✓ Technical Diagnostic Proficiency
- ✓ EPA-approved lead based Certified Renovator Certificate
- ✓ EPA-approved Certified Renovator Firm Status

TOOLS/EQUIPMENT REQUIREMENTS:

- ✓ Insulation Blowing Machine (*With a blowing capacity of 3.2 psi for dense packing cellulose insulation into sidewalls*)
- ✓ Blower Door & Pressure Pan
- ✓ Combustion Analyzer w/print-out
- ✓ Combustion Gas Leak Detector
- ✓ HEPA Vacuum
- ✓ Personal Protection Equipment (*Respirators, Tyvek suits, gloves, booties, etc.*)

EXPERIENCE:

- ✓ Minimum of two (2) years experience in Weatherization Assistance.

REFERENCES:

- ✓ At least three (3) business references required. References must be from projects completed within the last calendar year for weatherization upgrades.

INVITATION TO BID

Community Action Partnership Huntsville/Madison and Limestone Counties, Inc. (CAP) is soliciting contractors for American Recovery and Reinvestment Act (ARRA)/ Department of Energy (DOE)/ Weatherization Programs serving Madison and Limestone counties. The purpose of this solicitation is to identify prospective candidates meeting the requirements established by federal and state grantor agencies. All interested parties should submit the following information: name, mailing address, telephone number, proof of general liability and workers compensation insurance and copies of contractor/business licenses. Prospective contractors should also submit copies of electrical, gas fitter and HVAC licenses. If a specific license is not held by the prospective contractor then a statement regarding the intent to use qualified licensed sub-contractors must be submitted. All contractors must adhere to the Davis-Bacon Wage Determination by state within the county of employment; stating; *All laborers and mechanics employed on the work site must be paid, unconditionally, at least once a week.* This determination is based on ARRA and DOE specifications. The contractors must have received a certificate from the EPA being approved to renovate lead based occupancies. All prospective contractors must demonstrate a minimum of two years of field experience working within the weatherization industry and proficiency in the use of technical diagnostic tools & equipment such as blower door, pressure pan, etc. applicable to the weatherization program. Name, address and telephone number of three references that you have performed work for. Familiarity with weatherization procedures established by DOE and ADECA is also required. CAP will make available a complete detailed list of all qualifications upon request.

Contractors that are selected by CAP through this solicitation shall remain on the qualified bidders list for one year with an option to continue for up to an additional two years, at the discretion of CAP.

All items/documentation listed above must be mailed to Community Action Partnership Huntsville/Madison and Limestone Counties, Inc., P.O. Box 3975, Huntsville, AL 35810 or hand delivered to 3516 Stringfield Road, Huntsville, AL 35810. The deadline for submission is no later than 2:00 p.m., local time, April 22nd, 2011. Any questions regarding this solicitation should be addressed to Mr. Toney Pitts at (256) 704-1641.

Instructions to Bidders

1. Definitions

As used herein:

- (a) The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (b) The term "Bidder" means a vendor submitting a bid in response to this invitation for bid.
- (c) The term "Contractor" means a successful bidder who is awarded a contract by the **Agency**.
- (d) The term "vendor" means an organization with which the **Agency** may contract for goods and services for use in the Program.
- (e) The term "invitation for bid," hereafter referred to as IFB, means the document through the formal advertising method of procurement. In the case of this Program, the IFB becomes the contract upon award by the **Agency**.
- (f) The term "Agency" means the institution which issues this IFB.
- (g) The term "Program" means the grant/contract under which the **Agency** performs work for a federal, state, local or private institution.
- (h) The term "postmark" means printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.

2. Submission of Bids

- (a) **Bidders** are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the **Bidders** risk.
- (b) Bid documents must be executed and submitted by the due date and time specified in Section A of this IFB document. No change in the specifications or general conditions are allowed. Erasures on this bid must be initialed by the Bidder prior to submission. Failure to comply with any of these terms shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a Bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB by a **Bidder** must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discount

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less

than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the Agency indicates that such discounts are generally taken.)

6. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one Bidder, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the Agency no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. Errors in Bids

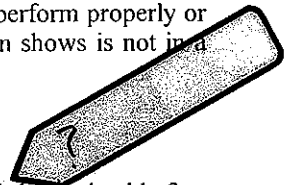
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the **Bidders own risk and he/she cannot secure relief on the plea of error.**

9. Award of Contract

- (a) The contract will be awarded to that responsive and responsible **Bidder** whose bid will be most advantageous to the **Agency**, price and other factors considered. Consideration shall be given to such matters as Contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (b) The **Agency** reserves the right to reject any bid or all bids when there are sound documented business reasons in the best interest of the Program, and to waive informalities and minor irregularities in bids received.
- (c) The **Agency** reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a **Bidder** who investigation shows is not in a position to perform the contract.

10. Late Bids, Modification of Bids or Withdrawal of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- (b) Any modification or withdrawal of bid is subject to the same conditions as in paragraph 10(a) hereof, except that withdrawal of bids by telegram or electronic transmission is authorized. A bid may also be withdrawn in person by a Bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late.
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the **Agency** will be considered at any time it is received and may be accepted.



GENERAL CONDITIONS

1. Delivery Requirements

Delivery of goods and/or services will be made by the **Contractor** to the **Agency** in accordance with the terms of the contract commencement and contract expiration dates.

2. Recordkeeping

Daily custodial log books will be prepared by the **Contractor** and itemized to show the description and quantity of goods and/or services delivered to the **Agency**. Before acceptance of goods and/or services delivered by the **Contractor**, **Agency** personnel shall inspect **Contractor** deliveries and/or service performance for completeness and quality of execution. Custodial log books shall be signed by **Agency** personnel for all goods and/or services accepted.

3. Insurance

The **Contractor** shall provide the **Agency** certificates indicating compliance with all liability insurance and workers compensation requirements. General liability insurance shall be in the minimum amounts of not less than \$1,000,000 for general aggregate limit, not less than \$500,000 for each personal injury limit, not less than \$500,000 for each occurrence limit, and not less than \$5,000 for medical expense limit (any one person).

4. Method of Payment

The **Contractor** shall submit its itemized invoice to the **Agency** giving a detailed breakdown of the goods and/or services delivered. Payment will be made on the unit price specified in the contract. No payment will be made unless receipts have been signed by **Agency** personnel verifying receipt of goods and/or services.

5. Availability of Funds

The **Agency** shall have the option to cancel this contract if the Federal Government withdraws funds to support this Program. It is further understood that, in the event of cancellation of the contract, the **Agency** shall be responsible for goods and/or services that have already been delivered in accordance with this contract.

6. Subcontracts and Assignments

The **Contractor** shall not subcontract and shall not assign, without prior written consent of the **Agency**, this contract or any interest therein.
In the event of any subcontract or assignment, the **Contractor** shall remain liable to the **Agency** as principal for the performance of all his/her obligations under this contract.

7. Termination

- (a) The **Agency** reserves the right to terminate this contract if the **Contractor** fails to comply with any of the requirements of this contract. The **Agency** shall notify the **Contractor** of specific instances of noncompliance in writing. In instances where the **Contractor** has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the **Agency** shall have the right, upon written notice, of immediate termination of the contract and the **Contractor** shall be liable for any damages incurred by the **Agency**. The **Agency** shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The **Agency** shall, by written notice to the **Contractor**, terminate the right of the **Contractor** to proceed under this contract if it is found, by the **Agency** that gratuities in the form of entertainment, gifts or otherwise were offered or given by the **Contractor** to any officer or employee of the **Agency** with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the

contract; provided that the existence of the facts upon which the **Agency** makes such findings shall be in issue and may be reviewed in any competent court.

- (c) In the event this contract is terminated as provided in paragraph 7(b) hereof, the **Agency** shall be entitled (i) to pursue the same remedies against the **Contractor** as it could pursue in the event of a breach of the contract by the **Contractor**, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the **Contractor** in providing any such gratuities to any such officer or employee.
- (d) The rights and remedies of the **Agency** provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ADDITIONAL TERMS AND CONDITIONS

The **Contractor** agrees to be bound by the following terms and conditions:

- A. The **Contractor** shall comply with all applicable local, state and federal laws, ordinances, codes and regulations.
- B. The **Contractor** assures that it possesses the legal authority to participate in this agreement including all understanding and assurances contained herein and directing and authorizing the person identified as the **Agency's** official representative to act in connection with this agreement and to provide such additional information as may be required.
- C. The **Contractor** warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warrant, the **Agency** shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- D. There shall be no religious worship instruction or proselytizing as part of or in connection with the performance of this agreement.

CERTIFICATIONS

1. Certification Regarding Debarment and Suspension

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or criminal judgment 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 or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission or any of the offenses enumerated in paragraph (b) of the certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be submitted with all other application documents.

The applicant agrees by submitting this proposal that it will include, without modification, the clause, titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion - Lower Tier Covered Transactions" in all lower tier covered transactions (i.e. transactions with sub-grantees and/or contractors) in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Program Fraud

By signing and submitting this proposal, the applicant, certifies that the applicant organization will comply with the requirements of the Program Fraud Civil Remedies Act (PFCRA), and:

Certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties.

3. Certification Regarding Environment Tobacco Smoke

By signing this agreement, the Contractor, certifies that the Contractor organization will comply with the requirements of the Pro-Children Act of 1994 (Public Law 103-227) by:

- (a) Not permitting smoking in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

- (b) Agreeing to require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

4. Certification Regarding Drug-Free Work Place

By signing agreement, the **Contractor**, certifies that the Contractor organization will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about .
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantees policy of maintaining a drug-free workplace,
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will .
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (d) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted .
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily 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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (C), (d), (e), and (f).

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

Instructions for Certification

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 or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which 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 those 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or default.

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 it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department 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.

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

Instructions for Certification

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 had 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 meaning 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 those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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 covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

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.

Name

Title

Signature

Date

Company Name

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any 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, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(h) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

[] Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR.21690, 21702, May 25, 1990]

Name

Title

Signature

Date

Company Name

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

The grantee certifies that it will continue to provide a smoke-free workplace:

Name

Title

Signature

Date

Company Name

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name

Title

Signature

Date

Company Name

CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS

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 Community Action Partnership Huntsville/Madison & Limestone Counties, Inc. (CAP) Chief Executive Officer.

(c) Any misrepresentation by the bidder/offeror shall give CAP 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

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

(b) 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.

(c) 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.

(d) 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)

Black Americans Asian Pacific Americans

Hispanic Americans Asian Indian Americans

Native Americans 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)
 - (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. 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);

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 CAP 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 CAP which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. CAP may, however, terminate the Contract for the convenience of CAP if it would be in the best interest of CAP.
- (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 CAP, CAP 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 CAP 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 CAP in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

Name

Title

Name

Title

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.

Name

Title

Signature

Date

Company Name

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

GENERAL DECISION: AL20100110 03/12/2010 AL110

Date: March 12, 2010

General Decision Number: AL20100110 03/12/2010

Superseded General Decision Number: AL20080110

State: Alabama

Construction Type: Residential

County: Madison County in Alabama.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010

* SUAL2007-136 10/23/2007

	Rates	Fringes
BRICKLAYER.....	\$ 15.00	0.00
CARPENTER, Including Form Work...	\$ 13.97	2.73
CEMENT MASON/CONCRETE FINISHER...	\$ 10.10	0.00
ELECTRICIAN.....	\$ 10.82	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.36	3.40
IRONWORKER: Ornamental Only.....	\$ 10.46	0.00
LABORER: Common or General.....	\$ 7.50	0.00
LABORER: Landscape.....	\$ 8.57	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 7.88	0.00
LABORER: Pipelayer.....	\$ 9.00	0.00
OPERATOR: Backhoe.....	\$ 11.20	0.00
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Loader (Front End)....	\$ 12.52	0.00
PAINTER.....	\$ 11.00	0.00
PLUMBER.....	\$ 12.51	0.00
ROOFER, Including Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 9.17	0.00
SHEETMETAL WORKER.....	\$ 12.82	0.00

TRUCK DRIVER.....\$ 9.86 0.00

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average 30 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO. ARRADOE-XXX-09		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER ARRADOE-XXX-09 or agency's if applicable	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME Your Agency			a. NAME Joe's Weatherization Co.		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:

a. NAME OF AWARDING FIRM
Your Agency

b. DESCRIPTION OF WORK BY SUBCONTRACTOR
If the contractor uses subcontractors he/she should list what services those subcontractors perform
An example:

HVAC, plumbing and electrical work are subcontracted out on a job-by-job basis.

8. PROJECT America Reinvestment and Recovery Act - Weatherization Work		9. LOCATION List all counties that your agency serves	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	12. DATE SIGNED
10b. TITLE OF PERSON SIGNING CAA Executive Director			

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)	Davis-Bacon Act
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Davis-Bacon and Related Act Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A Air Today HVAC	C Hank's Electrical
B Metro Plumbing	D

15a. NAME OF PERSON SIGNING		16. BY (Signature)	17. DATE SIGNED
15b. TITLE OF PERSON SIGNING Owner of Contracting Co. (Box 5)			

STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average 30 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO. ARRADOE-XXX-09	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER ARRADOE-XXX-09 or agency's if applicable	
4. PRIME CONTRACTOR		5. SUBCONTRACTOR	
a. NAME Your Agency		a. NAME Joe's Weatherization Co.	
b. STREET ADDRESS		b. STREET ADDRESS	
c. CITY	d. STATE	e. ZIP CODE	c. CITY
			d. STATE
			e. ZIP CODE

6. The prime contract does, does not contain the clause entitled "Contract Work Hours and Safety Standards Act – Overtime Compensation."

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:

a. NAME OF AWARDING FIRM

Your Agency

b. DESCRIPTION OF WORK BY SUBCONTRACTOR
Lower Tier Subcontractor: All HVAC, plumbing and electrical work are subcontracted out by Joe's Weatherization Co. on a job-by-job basis.

Lower Tier Intermediate Subcontractor:
Name: (Joe's Weatherization Co. using) Air Today HVAC
Street Address:
City:
State: Zip:

8. PROJECT America Reinvestment and Recovery Act - Weatherization Work	9. LOCATION List all counties that your agency serves	
10a. NAME OF PERSON SIGNING	11. BY (Signature)	12. DATE SIGNED
10b. TITLE OF PERSON SIGNING CAA Executive Director		

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- | | |
|--|--|
| <ul style="list-style-type: none"> Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Davis-Bacon and Related Act Regulations | <ul style="list-style-type: none"> Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility |
|--|--|

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A Air Today HVAC	C
B	D

15a. NAME OF PERSON SIGNING	16. BY (Signature)	17. DATE SIGNED
15b. TITLE OF PERSON SIGNING Owner of Sub Contracting Co. (Box 14 A)		

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)

OMB Control No. 1215-0149, Expires 12/31/2011.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each

laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe

benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

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ALABAMA RESIDENTIAL WEATHERIZATION WAGE DETERMINATION

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of **Alabama** found on www.wdol.gov.

General weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. In **Alabama**, the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification.

Additionally, specialty weatherization work is defined as the (1) replacement of doors and windows; (2) installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. In **Alabama**, the Department's recent survey determined that the duties described by (1) above are performed by a Window and Door Replacement Worker, and by (2) above are performed by an HVAC worker.

Wage payment data submitted for the State of **Alabama** included wage data information for a weatherization crew chief classification. This classification of worker is essentially a working foreman who performs the same tasks as the weatherization worker, but who is responsible for supervision, job oversight, forms completion, work assignments, and quality assurance. The additional duties are not "laborer or mechanic" work as defined by the Davis-Bacon and related Acts regulations, but are more supervisory in nature. The Department issues various classifications of workers when the duties are defined and distinct from all other classifications of workers on the wage determination. The "laborer or mechanic" duties of the crew chief are not sufficiently distinct to warrant the issuance of a separate classification on the wage determination. Moreover, the Department does not issue separate wage determinations based on a worker's skill, experience or individual training. Therefore, the weatherization crew chief is not listed as a separate classification of worker. The weatherization crew chief must be classified as a weatherization worker and paid at least the applicable wage determination rate of the weatherization worker when performing weatherization work. There is no restriction however to paying the weatherization crew chief more than the weatherization worker wage rate listed on the wage determination.

The rates listed on this wage determination are the minimum rates that may be paid the listed classification for the work performed. Wage rates are based strictly on work performed and are not based on the employee's level of experience, seniority, ability, etc. There are no levels of rates for this work. Workers performing the work described are due at least the minimum rates listed.

The following is a key to the chart below. Each county in the state is listed in alphabetical order on the far left side of the chart. There are two main columns separated by a bold line with the left column labeled Weatherization Survey Wage Determination and the right column labeled Existing Residential Wage Determination.

The three classifications listed under the **Weatherization Survey Wage Determination** column are the classifications and rates determined to be prevailing for weatherization work and are based on wage data submitted in response to the weatherization survey. Weatherization work, as well as the specific duties that may be performed by these three classifications, is defined on this project decision. The rate information under each classification is the basic hourly rate and fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, usually the HVAC Worker, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If the work performed by that classification is needed for the project, then an additional classification request (conformance) must be made. **NOTE:** Classifications and rates listed under the Existing Residential Wage Determination Column **may not be used** for unlisted classifications/work in the Weatherization Survey Wage Determination column. See below for the procedure for requesting additional classifications and the form to request these classifications.

The classifications listed under the **Existing Residential Wage Determination** column are those classifications and rates currently published as prevailing on the residential general wage determinations. These wage determinations may be found at www.wdol.gov. The classifications and rates listed under the Existing Residential Wage Determination column may be used on weatherization projects only in those situations where the work is **different than that described for the three classifications listed under the Weatherization Survey Column**. For example, when an electrician is needed to perform electrical work not associated with the installation, repair, or overhaul of furnace or cooling equipment, then the existing electrician classification and rate listed under this column may be used for that work. The rate information under each classification is the basic hourly rate and a fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If that unlisted classification is needed for the project, then a request for an additional classification (conformance) should be made. See below for the procedure for requesting additional classifications and the form to request these classifications.

Any unlisted classifications and rates (conformances) needed for work not listed on the chart below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). The procedure for requesting approval of an unlisted classification and rate (conformance) as well as a "pdf" copy of the form (SF Form 1444) may be found at <http://www.dol.gov/esa/whd/recovery/>. The SF Form 1444 may be sent to the Department electronically, by facsimile, or by mail. Electronic submissions should be sent to 09WeatherizationSurvey@dol.gov. Facsimile submissions should be sent to (202) 693-1432. Mailed forms should be sent to the address listed in Block 1 of the SF Form 1444. Any SF Form 1444 submitted for weatherization projects should be marked as being for weatherization projects and the project decision being used for the project should also be submitted with the SF Form 1444.

Weatherization Survey (S2009-AL-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
Hale	\$12.00	\$12.00	\$30.00	\$14.00	\$11.91		\$12.27
Henry	\$12.00	\$20.00	\$30.00	\$9.29	\$9.94		\$10.83
Houston	\$12.00	\$20.00	\$30.00	\$8.27	\$9.94		\$10.83
Jackson	\$12.00	\$12.00	\$30.00	\$11.35	\$11.15		\$11.18
Jefferson	\$12.00	\$12.00	\$30.00	\$12.94+0.27	\$11.67		\$12.80
Lamar	\$10.25+0.47	\$10.25+0.47	\$30.00	\$10.00	\$10.50		\$13.00
Lauderdale	\$10.25+0.47	\$10.25+0.47	\$30.00	\$10.89	\$10.00		\$12.51
Lawrence	\$10.25+0.47	\$10.25+0.47	\$30.00	\$11.86	\$11.37		\$12.51
Lee	\$12.00	\$20.00	\$30.00	\$10.40	\$10.82		\$10.95
Limestone	\$12.00+0.74	\$12.00+0.74	\$30.00	\$10.81	\$10.82		\$12.51
Lowndes	\$12.00	\$20.00	\$30.00	\$11.18	\$11.20		\$10.95
Macon	\$12.00	\$20.00	\$30.00	\$10.38	\$10.54		\$10.25

S2009-AL-001

Issue Date: 12/11/2009

Expiration Date: 02/28/2010

Weatherization Survey (S2009-AL-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
Madison	\$12.00+0.74	\$12.00+0.74	\$30.00	\$13.97+2.73	\$10.82	\$12.51	
Marengo	\$10.00+1.00	\$14.00+2.00	\$30.00	\$10.30	\$11.36	\$12.92	
Marion	\$10.25+0.47	\$10.25+0.47	\$30.00	\$12.07	\$10.73	\$10.21	
Marshall	\$12.00	\$12.00	\$30.00	\$10.78	\$11.90	\$11.18	
Mobile	\$12.00	\$20.00	\$30.00	\$11.72	\$11.79	\$13.56	
Monroe	\$10.00+1.00	\$14.00+2.00	\$30.00	\$10.30	\$11.36	\$12.92	
Montgomery	\$12.00	\$20.00	\$30.00	\$11.65	\$11.20	\$10.95	
Morgan	\$10.25+0.47	\$10.25+0.47	\$30.00	\$11.77	\$11.39	\$12.51	
Perry	\$10.00+1.00	\$14.00+2.00	\$30.00	\$10.30	\$11.36	\$12.92	
Pickens	\$10.25+0.47	\$10.25+0.47	\$30.00	\$10.00	\$10.73	\$10.21	
Pike	\$10.00+1.00	\$14.00+2.00	\$30.00	\$10.17	\$10.54	\$10.25	
Randolph	\$12.00	\$12.00	\$30.00	\$10.78	\$11.15	\$11.18	

Changes in Wage Determinations

County	WX Worker			Door And Windows			HVAC No Change
	Previous	Current	Difference	Previous	Current	Difference	
Northwest							
Colbert	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00
Franklin	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00
Lauderdale	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00
Huntsville							
Limestone	\$12.44	\$12.74	\$0.30	\$12.44	\$12.74	\$0.30	\$30.00
Madison	\$12.44	\$12.74	\$0.30	\$12.44	\$12.74	\$0.30	\$30.00
Northeast							
Blount	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Cherokee	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
DeKalb	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Jackson	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Marshall	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
St. Clair	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Etowah							
Etowah	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Talladega							
Talladega	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Clay	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Randolph	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Calhoun	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Cleburne	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Chambers							
Chambers	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Coosa	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Tallapoosa	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
ACHR							
Lee	\$10.44	\$12.00	\$1.56	\$19.67	\$20.00	\$0.33	\$30.00
CARPDC							
Lee	\$10.44	\$12.00	\$1.56	\$19.67	\$20.00	\$0.33	\$30.00
Macon	\$10.44	\$12.00	\$1.56	\$19.67	\$20.00	\$0.33	\$30.00
Russell	\$10.44	\$12.00	\$1.56	\$19.67	\$20.00	\$0.33	\$30.00
Montgomery	\$10.44	\$12.00	\$1.56	\$19.67	\$20.00	\$0.33	\$30.00
ICCEO							
Jefferson	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
North							
Cullman	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00
Lawrence	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00
Marion	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00
Morgan	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00
Walker	\$12.29	\$12.00	-\$0.29	\$12.29	\$12.00	-\$0.29	\$30.00
Winston	\$10.72	\$10.72	\$0.00	\$10.72	\$10.72	\$0.00	\$30.00