



INVITATION FOR BID

**IFB NO: GHA2024-4547- AMP 1(E.&W. Meadowbrook, Hopkins Park, and Dubber Laney Woods)
NSPIRE Smoke Detector Installation Project.**

Date of Issuance: July 26, 2024

Sealed bids are invited and will be accepted by the Housing Authority of the City of Greenville (HACG) Procurement Division, until the date and time noted below. Bids will be publicly opened and recorded immediately thereafter in Multi-Purpose Room located at 1103 Broad St. Greenville, NC 27834

The bid shall provide the cost for furnishing the following:

- Labor for the installation of (436) Smoke Detectors
- Smoke Detector are: 10 YR. Lithium Powered
- CAT; SA350B

Pre- Bid Meeting: Friday, August 2, 2024, at 2:30 PM EST.

- Located at the Housing Authority of the City of Greenville
Multipurpose Room
1103 Broad St. Greenville, NC. 27834

IFB Due Date/Bid Opening Date: August 26, 2024, at 4:30 PM EST.

- Housing Authority of the City of Greenville
- Multipurpose Room
- 1103 Broad St. Greenville, NC

Point of Contact: Percell Harris, *Procurement Manager* at (252) 329-4093 or cell: (252)-902-4471 or email: harris@ghanc.net Beginning **Friday, July 26, 2024**, Bid documents may be obtained at the Housing Authority of the City of Greenville located at the address above or may be obtained at www.ghanc.net on the agency's website. Follow the path: *About US/Procurement/Bids/RFPs/RFPs, RFQs, & Bid Information.*

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1.Introduction

The Housing Authority of the City of Greenville is pleased to issue this Invitation for Bid (IFB) for the installation of (436) smoke detectors throughout the AMP 1 properties owned and operated by the Housing Authority of the City of Greenville.

HACG is seeking sealed bids from interested , qualified, and experienced contractors. All work is pursuant to all applicable federal, state and local laws and regulations.

HACG is changing the face of affordable and attainable housing opportunities by providing mixed-income rental and homeownership possibilities that enable our clients to flourish in the community.

HACG accomplishes this by assisting our clients in elevating themselves to the next level of self sufficiency and personal responsibility through life-changing programs.

Learn more about the Housing Authority of the City of Greenville at <http://www.ghanc.net>

2.Scope of Work

The installation of (436) smoke detectors located throughout the properties of AMP1 are as follows:

Dubber Laney Woods- 32- 3 bedrooms= 96

West Meadowbrook- 32- 2 bedrooms=64

6-3 bedrooms=18

2- 4 bedrooms=8

Hopkins Park- 30- 1 bedrooms=30

27- 2 bedrooms=54

37- 3 bedrooms= 111

10- 4 bedrooms= 40

3- 5 bedrooms= 15

Grand Total: 436

Installation of smoke detector requirements:

- Contractors are required to perform all work in accordance with all applicable state and federal and local laws, ordinances, and regulations. It is also the responsibility of the contractor that the smoke detectors are in good operable and working conditions prior to moving on. All trash and debris associated with the installation of mentioned smoke detectors must be cleaned up and removed for the location of the completed installation when the contractor leaves the site.
- Contractor shall complete installation in accordance with NSPIRE Inspection Protocol

- Awarded contractor will be provided with information about NSPIRE regulations and standards as it pertains to smoke detector requirements, location etc.
- All installations completed by the contractor are subject to inspection to ensure that the installation was done correctly, which includes location in reference to heating and air registers/vents that may be located on the ceiling.
- If the contractor is required to relocate the smoke detector due to improper installation, it is the responsibility of the contractor to do so at no cost to the agency and it is also the responsibility of the contractor to make all repairs that are deemed necessary to return sheetrock/drywall to the original condition prior to installation at the cost of the awarded contractor.

NSPIRE Guidelines:

- This inspection protocol specifies where smoke detectors should be located in dwelling units.

Smoke detectors/alarms are required in dwelling units in the following locations:

- Inside each sleeping room (e.g., bedroom); and,
- Outside each sleeping room; and,
- Within 21 Feet of All Bedroom Doors; and,
- On every level of a dwelling unit, and
- “Not” within 10 feet of a cooking appliance.
- “Not” within Three feet of Ceiling Fans, Air Ducts, Exterior Doors, or Windows

Smoke detectors do not have to be hard-wired, and there are no design requirements for the type of alarm used at a property. However, there are specifications as to the location of each smoke alarm on a wall or ceiling:

- If mounted on the ceiling, it must be more than 4 inches from the wall.
- It cannot be closer than 4 inches or more than 12 inches from the ceiling if mounted on the wall.
- Smoke alarms should not be installed within 36” of windows, exterior doors, or ducts where drafts might interfere with their operation.
- Smoke alarms should not be painted or have stickers or other decorations present.

NSPIRE standards indicate that smoke alarms should not be installed “near” air drafts that might interfere with operation. For the purpose of this manual, NFPA 72 – 29.8.3.4 has been included which indicates “Smoke alarms and smoke detectors shall not be installed within a 36 in. (910 mm) horizontal path from the tip of the blade of a ceiling-suspended (paddle) fan.” Additionally, NFPA 72 A.29.8.3.4(6) indicates, “#6 Smoke alarms and detectors shall not be

installed within a 36-inch horizontal path from the "supply registers" of a forced air heating and cooling system and shall be installed outside of the direct airflow from those registers."

3.General Requirements

Safety

- All contractors and staff are required to be identifiable by way of uniform. All employees of the must have company apparel or uniform that displays Company's name and logo. (printed T- Shirts, caution vest, etc.). Employees must be what the agency deems to be "presentable" as they enter the homes of the residents.
- Contractors must provide agency staff with a schedule in advance of the units they plan to visit in that work week. The schedule must include a tentative 5-day calendar that includes streets that will be included in the installation schedule as well as time-frame window as to when the resident can most likely expect you.
- The contractor shall comply with all recognized health and safety codes.
- It is the contractor's responsibility to comply with all OSHA safety standards while performing this work.
- The contractor shall provide and maintain on the job site all necessary equipment to adequately protect against foreseeable injuries to persons or damage to property that may occur as a result of the performance of the work.
- All equipment shall be removed and or secured daily in order to prevent accidental injury to residents and others.
- The contractor shall leave the building areas in a clean condition at the end of each workday.

Additional Information

- Change orders, for any reason, must be approved by HACG prior to commencing any repairs not covered in this scope of work.
- The contractor shall work closely with HACG staff for the duration of this project.
- The contractor shall coordinate and schedule work with the on-site property manager and maintenance supervisor.

4.Regulatory/Licensing

Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes: and any licenses or permits required to provide the service necessary to complete this IFB, at no cost to HACG. Bidder must be in good standing to do business in the state of North Carolina and the city of Greenville.

5.Contract Price and Fees

The fee charged by the contractor with be a firm fixed price.

6.Contract Type, Security & Insurance

In selecting the lowest responsive and responsible bidder(s), HACG will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid total among

other criteria. HACG anticipates awarding a single **Firm Fixed Price Contract** under this solicitation based on a **Lump Sum Base Bid Total**.

Certificate of Insurance Requirements

Insurance. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of **\$5,000**.

Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.

Worker's Compensation Insurance. Worker's compensation coverage evidencing carrier and coverage amount.

Certificates/Endorsements. The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the Agency as an additional insured/Certificate Holder (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency.

7. Bid Preparation and Withdrawal

- Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract.
- Bids must be submitted on the forms furnished by HACG or on copies of those forms and must be manually signed. The person signing the bid must initial each erasure or change appearing on any bid form.
- The bid forms may require bidders to submit bid prices for (1) or more items on various bases, including lump sum bidding, deductive alternate prices, change order pricing on construction or any combination thereof.
- If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is being submitted.
- Alternative bids will not be considered.

Tax

- This bid shall not include charges for “sales tax” on direct sales to HACG or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. HACG will provide all contract awardees with a tax exemption certificate.

Withdrawal of Bids

- No bid shall be withdrawn for a period of **one hundred (120) calendar days** after the opening of bids without the consent of HACG.

False Statements in Bids

- Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in **18 U.S.C1001**.

Pre-Bid Conference and Site Visit

A Pre-Bid Conference will be held at **the Housing Authority of the City of Greenville, located at 1103 Broad St. Greenville, NC on Friday, August 2, 2024, at 2:30PM EST.** NO site visit will be conducted. Contractors will be provided with a list that contains address and location of included properties. All prospective bidders are urged to attend. Non-attendance on the part of the bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.

8. Bid Opening and Clarification Meeting

Bid Opening

No bids will be accepted after the date and time indicated on **Page 2**, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by HACG for further consideration.

Bid Clarification (Pre-Award Survey) Meeting

HACG reserves the right to conduct a Clarification (Pre-Award Survey) Meeting with the Bidder(s) prior to making an award, to determine if the Bidder(s) is(are) a responsible party(ies), as described and required by applicable law.

This Pre-Award Survey Meeting may include, but is not limited to the following:

- 1. A review of the Bidder’s capacity to fulfil the terms and conditions of the contract.
- 2. A review of the Bidder’s understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work related to costs.

- 3. A discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the drawings and technical specifications included with this solicitation, if applicable.
- 4. Further breakdown of the costs and discussion of the required forms after contract award (ex: Davis Bacon, Section 3, when applicable).
- 5. Past performance of other HACG and state/local government agency contracts.
- 6. Current employee depth and capabilities.
- 7. Financial records and resources/capabilities.
- 8. A visit to examine the Bidder's facilities and on-hand equipment, when applicable; and any other area or aspect of the Bidders integrity, operations and/or capability that will assist HACG in making a determination of responsibility.

9. Award

Contract-Sealed Bidding-Construction

- **A.** HACG will review bids in response to this solicitation without discussions and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, provides best value and will be most advantageous to HACG, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.
- **B.** HACG may waive informalities or minor irregularities in bids received.
- **C.** HACG may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- **D.** HACG may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items, if applicable. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to HACG even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- **E.** HACG reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of HACG. In such instances, HACG reserves the right to seek procurement by means of non-competitive negotiation.
- **F.** No Awards may be made to a Contractor or firm that is on the list of Contractor's ineligible to receive awards from, HACG or the United States, as furnished by HUD.

10. Notice to Proceed

Following execution of the Contract and the Contractor's delivery of all information and documents required by the contract documents and otherwise reasonably required by the Procurement Department, HACG will issue a Notice to Proceed (NTP) to the Contractor, which will set forth the date(s) for the official commencement of the work described in this IFB and in the contract documents. Upon issuance of the NTP, HACG will make the project location(s) available to the Contractor for the start of the required work.

11. Availability of Funds

HACG's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of HACG for any payment may arise until funds are made available to the Contracting Officer and/or designee for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer and/or designee.

12. Site Location

The selected contractor(s) will complete the proposed work at the Housing Authority of the City of Greenville, at the properties located in AMP1.

13. The Contractor Price and Fees

The fee charged by the contractor will be a firm fixed fee price contract.

14. Invoicing and Payments

All invoices shall be submitted directly to Percell Harris: *Procurement Modernization and Business Manager* at harrisp@ghanc.net for approval prior to any payment being made. Invoices will be netted in no more than (30) thirty calendar days from receipt and approval. Invoices may be submitted monthly, and shall provide a service date, type of work performed, property name, property address. Invoices shall be submitted on the Contractor's own invoice and shall be paid within thirty (30) days after receipt of a properly executed and approved invoice in the Accounting Department, SUBMITTED PAYMENTS MUST BE APPROVED BY the Procurement Department including but not limited to Davis Bacon documents, punch list, etc.

15. Term of Contract

This contract shall be for a period of thirty (30) days or less. Any request for a contract extension from the vendor shall be submitted in writing. Contractor shall not be compensated for any work that is not performed in accordance with the Scope of Work listed in the IFB.

16. Personnel

Contractor represents that the personnel described in their bid shall be available to perform the services described for the duration of the contract period, barring illness, accident or other unforeseeable events of a similar nature in which cases the Contractor must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 90 calendar days after the bid due date and time. Furthermore, all personnel should be considered to be, at all times, the sole employees of the Contractor under its sole direction, and not employees or agents of HACG.

17. Unauthorized Communications

To protect the integrity of the procurement process, HACG requires all communications regarding this solicitation be directed to the Procurement Department Only by either phone, email or fax number as listed in solicitation. No officer, employee, agent or representative of the Bidder shall have any contact or discussion directly or indirectly with others to seek influence on any HACG Board member, and/or employee during this solicitation process. Any violation of this prohibition may result in Bidder being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation.

18. Conflicts of Interest, Indemnity & Section 3

Conflicts of Interest

The Bidder warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Bidder's organizational, financial, contractual, or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Bidder's objectivity in performing the contract work may be impaired. In the event the Bidder has an organizational conflict of interest as defined herein, the Bidder shall disclose such conflict of interest fully in the submission.
3. The Bidder 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 Executive Director/CEO which shall include a description of the action which the Bidder has taken or intends to take to eliminate or neutralize the conflict. HACG may, however, terminate the contract if it is in its best interest.
4. In the event the Bidder was aware of an organizational conflict of interest before .
5. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Bidder. The Bidder shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of the HACG Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise from. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. Any HACG official or employee who exercises or has exercised any functions or responsibilities with respect to any HACG contract/ procurement activities, or who is in a position to participate in the decision-making process or gain inside information with regards to any HACG contract/procurement activities, obtain a financial or economic interest or benefit from the contract/ procurement, or have an interest in any contract or subcontract, or agreement with respect thereto or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure with the HACG or for one year after such individual leaves HACG.

8.HACG reserves total discretion to determine the proper treatment of any conflict of interest Disclosed under this provision

Indemnity

The Contractor shall indemnify and hold harmless HACG for any and all claims, lawsuits, causes of action and liability arising out of the execution, performance or nonperformance of this Agreement or in connection with the Contractor use of HACG premises. The costs of any actions stated herein will be the sole responsibility of the Contractor.

Section 3

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135) (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for Housing. (b) The parties to this contract agree to comply with HUDs regulations in 24 CFR Part 135, which implement Section 3.

19 Attachment 1- Bid Submission Sheet

TO: Housing Authority of the City of Greenville

1. The undersigned , has familiarized themselves with the local conditions affecting the cost of the work and with written scope of work, hereby proposes the install **(436)** smoke detectors that are in accordance with this solicitation in the properties included in AMP 1.

Per Unit Cost to Install Smoke detectors: \$ _____

Firm Fixed Total Cost (Labor) \$ _____

NOTE: This contract shall be awarded to the lowest responsive and responsible bidder conforming to the solicitation that will be most advantageous to HACG, considering only price and price related factors specified in the IFB. HACG reserves the right to reject any and all bids.

2. The undersigned certifies that this bid is genuine, and the Contractor has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

Name of Bidder

Company Name (Printed) _____

Representative's Name (Printed) _____

Address _____

City/State/Zip _____

Telephone _____

Fax _____

E-Mail _____

Signature _____

20.DOCUMENTS CHECKLIST

All documents, including this checklist, must be completed in full and included within the sealed bid or the package may be considered as a non-responsive submittal.

<u>Document Checklist</u>	<u>Initial if Included</u>
1. Addendum/Addenda Acknowledgment Receipt (If Applicable)	_____
2. Bid Bond/Certified Check(NA)	_____
3. Attachment 1 - Bid Submission Sheet	_____
4. Business References	_____
5. Conflict of Interest Questionnaire	_____
6. Document Checklist	_____
7. Equal Employment Opportunity	_____
8. HUD Form 5369-A	_____
9. Insurance Certificate (Proof)	_____
10. M/WBE Guidelines	_____
11. Notary Public (Page 16)	_____
12. Non-Collusive Affidavit (Notarized)	_____
13. Profile of Firm	_____
14. Section 3 Forms	_____
15. W-9	_____

I understand that failure to submit all these items may cause my submittal to be considered non-responsive.

Name: _____

Title: _____

Company Name: _____

21 HUD Forms

22.HACG FORMS

- a) **Business References**
- b) **Non-Collusive Affidavit**
- c) **Conflict of Interest Questionnaire**
- d) **Profile of Firm**
- e) **Section 3 Guidelines/Forms**
- f) **M/WBE Guidelines**
- g) **Equal Employment Opportunity**
- h) **Sample Certificate of Insurance**
- i) **W-9**

Instructions to Offerors Non-Construction

ATTACHMENT 1

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

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-03291 -

1. Preparation of Offers

the ability to obtain them;

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers of services other than those specified will not be considered.

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
 - (1) signing and returning the amendment.
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA.
- (3) Was sent by U.S. Postal Service Express Mail Next Day

Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only offer received.

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

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

ATTACHMENT 2

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 non-construction 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, which 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.

.) 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:

General Conditions for Non-Construction Contracts

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

Section II – (With Maintenance Work) Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

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

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 \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

2. Withholding of funds

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

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

1. Minimum Wages

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

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:
 - ⓪ 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;

- (i) 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

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).

- (i) 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.
- (ii) 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

forth those findings that are in dispute and the

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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT**

- I. The officer certifies, to the best of his/her knowledge and belief, that:
- A. The offeror and/or any of its principals:
1. Are _____, are not _____, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency using Federal funds.
 2. Have _____, have not _____, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are _____, are not _____, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision above.
- B. The Offeror has _____, has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local agency.
- II. "Principals," for the purposes of this certification, means officers, directors, owners, partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION 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 SECTION 1001, TITLE 18, UNITED STATES CODE.

- A. The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- B. A certification that any of the items in Paragraph a. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. The failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- C. 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 Paragraph a. of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- D. The certification in Paragraph a. of this provision is a material representation of the fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the contracting officer may terminate the contract resulting from this solicitation for default.

Company

Authorized Signature and Title

Date

FORM OF NON-COLLUSIVE AFFIDAVIT

State of North Carolina

City of Greenville

/County of Pitt

_____, being first duly sworn, deposes and says: That he/she is _____ the (an Owner, Partner or Officer of the firm) party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication of conference, with any person, to fix the bid prices of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the Hampton Redevelopment & Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Company

Signature (typed or printed)

Signature

Title

Date

Notarization:

Subscribed and sworn to before me on this _____ Day of _____, 20____.

Notary Public _____

My Commission Expires: _____

and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative:

Signature: _____

Date: _____

Attested by: _____

Date: _____

Section 3 Business Fact Sheet

In accordance with the Housing and Urban Development Act of 1968, as amended, recipients of funds for federally assisted housing and redevelopment projects shall, to the greatest extent feasible, provide economic opportunities in employment, training and contracting to Section 3 residents and businesses.

HACG is compiling a directory of Section 3 businesses meeting the criteria. The directory will be made available to HACG's staff, developers and prospective and current prime contractors to assist them in identifying Section 3 businesses and facilitate their outreach efforts.

Please Note: HACG does not guarantee that businesses appearing on the HRHA Section 3 Business Directory qualify as a Section 3 Business. The directory merely identifies those businesses that claim to qualify as a Section 3 Business. Furthermore, appearance on the HACG Section 3 Business Directory does not in any way serve as a guarantee that any business will be selected for or awarded any contract or business opportunity.

Are you a Section 3 Business?

A Section 3 Business meets at least one of the following:

- A business that is at least 51% or more owned by Section 3 residents.
- A business whose 30% of full-time employees are Section 3 residents or were Section 3 within the past 3 years.
- A business that will commit to subcontract 25% or more of all HRHA contract dollar awards to Section 3 businesses.

A Section 3 Resident is:

- A public housing resident, or
- A low-income person who lives in the metropolitan area where a HUD-assisted project for housing or community development is located. Low income is defined as income below 80% of the median household income of that area. This information is available at all HACG offices.

How can businesses find Section 3 Residents?

A directory of Section 3 Residents interested in working is available for your review. To receive this listing, contact HACG at 252-329-4000, and ask for a copy. You may also use your own advertising and marketing resources to target Section 3 Residents.

Examples of Section 3 jobs may include, but are not limited to:

- Administrative/Management (accounting, bookkeeping, purchasing, clerical);
- Services (repair, landscaping, printing, computer services, transportation);
- Maintenance and Construction (architecture, bricklaying, carpentry, carpet installation, cement/masonry, demolition, drywall, electrical, elevator construction, engineering, fencing, heating, iron works, janitorial, machine and equipment operator, painting, plastering, plumbing, tile setting, unskilled labor, semi-skilled trades, skilled trades).

BUSINESS REFERENCES

Please provide a minimum of three (3) references and a brief description of the business relationship. Additional pages may be used, if necessary.

Company Name: _____
Contact Person: _____
Address: _____
City, State, Zip: _____
Email: _____ Phone: _____
Description: _____

Company Name: _____
Contact Person: _____
Address: _____
City, State, Zip: _____
Email: _____ Phone: _____
Description: _____

Company Name: _____
Contact Person: _____
Address: _____
City, State, Zip: _____
Email: _____ Phone: _____
Description: _____

**FORM OF NON-COLLUSIVE AFFIDAVIT
(PRIME BIDDER)**

State of _____

County _____, being first duly sworn, deposes and says:

That he/she is _____, the party making the foregoing proposal or bid, and attests to the following:

- (1) That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project in securing the public contract were in the regular course of their duties for Affiant; and
- (2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or try to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or of any other Bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature*

*Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____, 20_____

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.00 (1-a) with a local governmental entity and the person meets requirements under Section 176.006 (a).

By law this questionnaire must be filed with the record administrator of the local Governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the Local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Note: A completed Profile of Firm Form must be submitted for each subcontractor.

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	W/M/BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of HACG and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of HACG.			_____ (Signature)		
			_____ (Printed Name & Title)		

Note: A completed Profile of Firm Form must be submitted for each subcontractor

PROFILE OF FIRM FORM (Page 1 of 2)

(This Form must be fully completed by all Proposers and Subcontractors)

(1) Prime Joint Venture/Partner Sub-contractor (This form shall be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(5) Please indicate the operating structure of your company.

- Publicly Held Corporation
 Privately Held Corporation
 Government Agency
 Non-Profit Organization
 Partnership
 Sole Proprietorship

(6) Respondent's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more Ownership and active management by one or more of the following:

- African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE)
 Woman-Owned (Caucasian)
 Disabled Veteran
 Caucasian American (Male)
 Other (Specify):

(7) Is the business 51% or more owned by a public housing resident? Yes No. If yes, provide name and address of the public housing facility:

Facility Name: _____

Facility Address: _____ City: _____

SWMBE Certification Number: _____

Certification Agency: _____

(Note: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

PROFILE OF FIRM FORM (Page 2 of 2)

(Form must be completed, 9-10 if applicable)

(8) Federal Tax ID Number: _____

(9) City of Greenville Business License No: _____

(10) State of North Carolina Type and No: _____

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

Yes No

(12) Has your firm or any member of your firm ever sued or been sued by the Fort Worth Housing Solutions or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

Yes No

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or Non-performance? If yes, when and state the circumstances and any resolution of the matter.

Yes No

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of North Carolina, or any local Government agency within or without the State of Texas? If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Yes No

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past, personal or Professional relationship with any Commissioner or Officer of HACG? If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Yes No

(16) Verification Statement: The undersigned Offeror hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HACG discovers that any information entered herein is false, that shall entitle the HACG to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

Exhibit C

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The Offeror agrees to use his/her best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called M/WBE) certified as such or recognized by the Housing Authority of the City of Greenville as a certified M/WBE. Offeror shall make a good faith effort to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 20 percent of the final contract dollars are expended on one or more M/WBE. All adjustments that cause the contract price to increase will also increase the total amount that the Offeror must make a good faith effort to expend on M/WBEs.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event Housing Authority of the City of Greenville has a reasonable belief that Offeror will not use his/her its best efforts to meet the 20 percent M/WBE participation goal, Housing Authority of the City of Greenville reserves the right to pull work from the contract. Best efforts may be established by a showing that Offeror has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

NOTIFICATION OF M/WBE PARTICIPATION: Offeror agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by Housing Authority of the City of Greenville to confirm M/WBE subcontracting by submitting copies of checks made payable to the respective M/WBE subcontractor(s) signed by the offeror.

RESPONDENT

DATE

Note: This form must bear a signature.

EQUAL EMPLOYMENT OPPORTUNITY – EMPLOYER INFORMATION REPORT

Name of Firm: _____
 Address: _____
 City, State, ZIP: _____
 Telephone: _____

JOB CATEGORIES	OVERALL TOTALS	MALE				FEMALE						
		WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clericals												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers												
Service Workers												
TOTAL												

Signature: _____ Date: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Date the Certificate is issued

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

1 This block identifies the Agent or Broker and their address.

2 This block may include contact information for the broker / agency. It's often helpful to contact the broker directly for clarification, revision requests or renewal certificates. Some agencies will only communicate with their insureds and do not allow or respond to 3rd requests.

INSURED

4 The Insured is Vendor, Contractor or lessee (the policy holder).

3 **INSURER(S) AFFORDING COVERAGE**
The insurance company will be identified here. The insurer letter appears again in the left-hand margin near the center of the page (***3**) to show which insurer provides which type of coverage.

- INSURER A:
- INSURER B:
- INSURER C:
- INSURER D:
- INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
*3	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
*3	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				
	OTHER				

5 These sections show only the coverages provided through the agent or broker identified in "1" above. If the insured uses more than one broker, a separate certificate is needed to show those coverages.

6 These two column shows inception and expiration dates for policies identified. Pay special attention that coverage does not expire before or during your project or lease.

The coverages & limits required in the solicitation, or those which are applicable to the projects scope of work MUST be included on the certificate.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

7 Forth Worth Housing Solutions is endorsed as additional insured on the general and auto liability policies on a primary and non-contributory basis.

CERTIFICATE HOLDER

8 [Firm Name]
[Address]
ATTN: PM contact or Procurement Team

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

9 Must be signed by an authorized representative of the brokerage agency.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
 Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-					

or

Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.