



IFB NO. GHA2024-4550

Hopkins Park Ornamental Fencing Project.

The Housing Authority of the City of Greenville is accepting bids from qualified , professional contractors to perform all the necessary construction-related work needed provide the furnishing of labor and material for the installation of a commercial grade aluminum ornamental fence with brick columns. The fence will be located along the Evans St expanse in the Hopkins Park Community.

Interested parties who wish to respond to this solicitation must submit the required documents in a sealed envelope by 4:30 PM EST on November 4,2024 to the information listed below. No Pre-Bid conference has been scheduled but site visits are available upon request by contacting Percell Harris, *Procurement Manager*, at the information listed below. Bid Documents are available at the address listed below or available at www.ghanc.net.

Housing Authority of the City of Greenville

Attn: Percell Harris , Procurement Manager

1103 Broad St. Greenville, NC 27834

Phone : 252-329-4093

Email : harrisp@ghanc.net

Subject: IFB No. GHA2024-4550 Hopkins Park Ornamental Fencing Project.

All bids may be mailed, or hand delivered to the address listed above

Invitation for Bids:(IFB)No. GHA2024-4550

Hopkins Park Ornamental Fencing Project

Date of Issuance: August 8, 2024

Due Date: November 4, 2024



Invitation for Bids (IFB): GHA2024-4550-Hopkins Park Ornamental Fencing Project

Table of Contents

ATTACHMENTS..... 3
INDEX OF SUBMITTAL DOCUMENTS 4
INTRODUCTION 5
IFB INFORMATION AT A GLANCE..... 5
1.0 SCOPE OF WORK..... 6
 1.2 Schedule of Services..... 6
 1.3 Required Wage Rates..... 7
 1.3.1 Required Construction Wage Rates. 7
 1.3.1.1 Bonds. The Contractor 8
 1.4 Contractor Responsibilities 8
 1.5 Non-Exclusive Award..... 9
2.0 BID FORMAT 10
 2.1 Contact with HACG..... 13
3.0 BID EVALUATION..... 14
 3.1 Bid Opening..... 14
 3.2 Responsive Evaluation 14
 3.3 Responsible Evaluation 14
 3.4 Restrictions..... 14
4.0 CONTRACT AWARD..... 14
 4.1 Contract Conditions 14
 4.2 Contract Period 15
 4.3 Licensing and Insurance Requirements 15
 4.4 Contract Service Standards 16
 4.5 Equal Employment Opportunity and Supplier Diversity..... 16
5.0 Suspension Procedures 17
6.0 HACG RESERVATION OF RIGHTS..... 18

Invitation for Bids (IFB) No. GHA2024-4550- Hopkins Park Ornamental Fencing Project

ATTACHMENTS. Each bidder shall verify that they have downloaded and reviewed the following attachments, which are included as part of this IFB:

| Attachment | Description |
|-------------------|---|
| A | W/MBE and S3 Subcontractor Certification Form |
| B | Section 3 Business Self-Certification Form |
| C | Certification Regarding Debarment, Suspension, Proposed Debarment |
| D | Profile of Firm Form and Non Collusive Affidavitt |
| E | Form HUD-5369 |
| F | form HUD-5369, Instructions to Bidders for Contracts |
| G | Section 3 Compliance Report |
| H | Davis-Bacon Wage Decision – Building |
| I | Davis-Bacon Wage Decision – Residential |

INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents table below is provided to assist the bidder in submitting a responsive bid. The Index contains a list of all required submittal items as also detailed in Sections 2.1 and 2.2 herein.

Please review the table below and submit all documents that are checked as “Required Submittal” with your bid. Documents that are checked “Signature Required” must be properly executed.

| INDEX OF SUBMITTAL DOCUMENTS | | | |
|---|---------------------------|---------------------------|-------------------------|
| Document | Required Submittal | Signature Required | Bidder Checklist |
| Proposed Fees | Yes | No | |
| Attachment A, W/MBE and S3 Subcontractor Certification Form | Yes | Yes | |
| Attachment B, Prime Contractors form | Yes | Yes | |
| Attachment C, Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders | Yes | Yes | |
| Attachment D, Section 3 Business Self-Certification Form | Optional | Yes | |

REPORT OF FINANCIAL STATEMENTS

The Board of Directors of the Corporation has reviewed the financial statements of the Corporation for the year ended December 31, 1998, and has determined that the financial statements are presented fairly in all material aspects the financial position, results of operations and cash flows of the Corporation for the period covered by the financial statements.

These financial statements were prepared in accordance with the accounting principles generally accepted in the United States of America. The financial statements are prepared on the basis of the accounting records of the Corporation and are not subject to audit by the independent accountants.

STATEMENT OF FINANCIAL POSITION

| Assets | Liabilities | Equity |
|-------------------------------|---------------------|-------------------|
| Current Assets | Current Liabilities | Common Stock |
| Property, Plant and Equipment | Long-Term Debt | Retained Earnings |
| Intangible Assets | | |
| Other Assets | | |
| Total Assets | Total Liabilities | Total Equity |

INTRODUCTION

The Housing Authority of the City of Greenville (HACG) is a municipal agency formed in 1961 to provide federally subsidized housing and housing assistance to low-income families in Greenville, NC . HACG is headed by an Executive Director and is governed by a six-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (CFR) and HACG’s Procurement Policy.

HACG currently owns and/or manages 714 public housing units and administers 932 housing choice vouchers. The mission of the Housing Authority of the City of Greenville is to be a leader in affordable housing in the City of Greenville by serving as a housing safety net.

HACG is now soliciting bids from qualified entities to provide fencing installation services. All bids submitted in response to this solicitation must conform to the IFB requirements and specifications. HACG encourages Section 3, minority- and/or women-owned businesses to respond.

IFB INFORMATION AT A GLANCE

| | |
|---|---|
| CONTACT PERSON | Percell Harris, Procurement Manager Email : harris@ghanc.net Phone : 252-329-4093 |
| HOW TO OBTAIN THE IFB DOCUMENTS | Bid Documents may be obtained at 1103 Broad St. Greenville, NC 27834. Bid packets are also available online at www.ghanc.net Follow the path About us>Procurement/Bids/RFP>RFP’s/RFQ’s/Bid Information. |
| PRE-BID CONFERENCE | Site Visit scheduled upon request |
| DEADLINE TO SUBMIT QUESTIONS | Thursday June 20th at 4:30 PM EST. Questions must be submitted in writing to Percell Harris at harris@ghanc.net . |
| BID SUBMITAL DEADLINE & RETURN | All Bids are due by Friday, July 5, 2024, at 4:30PM EST. All bid submitted in a sealed envelope mailed or hand delivered to 1103 Broad St. Greenville, NC 27834. Attn: Percell Harris |

1.0 SCOPE OF WORK. Housing Authority of the City of Greenville (HACG) is currently seeking bids from qualified firms to provide fencing installation labor and materials of commercial grade aluminum fence with brick columns located along the Evans St. expanse.

1.1 General Description of Services. The successful bidder (Contractor) shall provide all labor, materials, mobilization, tools, supplies, permits, equipment, and transportation necessary to provide fence installations and repairs for HACG in strict accordance with any applicable local, state, and federal codes and guidelines. The Housing Authority of the City of Greenville is seeking licensed professionals to install a 6' High commercial grade aluminum fence with brick columns to extended approximately 1500 LF.

1.1.1 Locations. The Contractor shall perform services at the property of the Hopkins Park Community located along the Evans St. expanse in Greenville, NC .

1.1.2 Contractor Responsibilities: The contractor is to provide all labor and materials to include but not limited to all **locator** services prior to any digging that may be required to complete the work mentioned.

- Contractor is required to provide a detailed proposal that itemizes cost in detail to include number of brick columns and the length of the panels and 6-foot.
- Contractor is to provide (2) Pricing options of this IFB. One is with the brick columns and one proposal without the brick columns.
- This is a firm fixed pricing proposal and contractor will be awarded based on the lowest responsive and responsible bid.
- Fence will need to be designed with an opening that aligns with a pedestrian crosswalk already in place along Evans St.

1.2 Schedule of Services.

1.2.1 Response Time and Scheduling. HACG will require contractor to provide a progress schedule of potential points of completion based on materials and delivery schedule.

1.2.2 Work Hours. The Contractor shall only perform work during the hours of 8:00 am and 5:00 pm EST., Monday through Friday, excluding HACG's official holidays, unless the Contractor receives prior written approval from HACG stating otherwise. HACG's set official holidays are Martin Luther King Day; Presidents Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving and the day (Friday) immediately following; Christmas Day; and New Year's Day.

1.2.3 Estimates. Prior to commencing work, HACG the Contractor shall submit a written estimate containing the estimated number of hours to perform the services; a complete list of all services to be performed; and the estimated total dollar amount for the work.

1.2.4 HACG will inspect the Contractor's work upon completion. Any work that is not completed to HACG's satisfaction shall be corrected in a timely matter at no additional cost to HACG.

1.2.5 At HACG's request, the Contractor must check-in upon arrival on-site and check-out upon completion with HACG staff when performing services to determine the exact scope of the required task(s) and submit a completed work order(s).

1.3 Required Wage Rates.

1.3.1 Required Construction Wage Rates. At HACG's discretion, there may be work the Contractor will provide that is considered construction (e.g. installation of new fences, etc.). In such cases, the Contractor will be required to pay Davis-Bacon prevailing wage rates, which are detailed Attachments N and O, for all construction projects greater than \$2,000. Construction work will be subject to all requirements regarding Davis-Bacon work, including the applicable federal forms and procedures (e.g. on-site interviews, submitting weekly certified payrolls).

1.3.1.1 Bonds. The Contractor shall provide separate payment and performance bonds for 100% of the contract price when HACG has construction-related projects greater than \$100,000, or less if HACG deems it appropriate. An acceptable surety (bonding) company is one that is authorized to do business in the State of North Carolina, is acceptable to HUD and HACG, and is listed on the most recent U.S. Treasury Circular 570 (T-List). If the Contractor fails to provide acceptable assurance of completion as required, then the contract may be terminated for default.

1.4 Contractor Responsibilities.

- 1.4.1 Equipment and Supplies.** The Contractor shall own or have access to all necessary tools, equipment, and supplies to complete the services outlined herein.
- 1.4.2 Staffing and Subcontracting.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without HACG's prior written consent. The Contractor must have an adequate number of its own staff to perform the services.
- 1.4.3 Safety Standards.** The Contractor must ensure that each of its employees knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall also ensure the safety of the Contractor's staff, HACG residents and employees and the general public at all times while performing services. The Contractor shall, upon HACG's request, provide HACG with a copy of its safety policy.
- 1.4.4 Prior Approval Required.** The Contractor shall not conduct any work without prior written authorization from the appropriate HACG representative. Failure to abide by this directive shall release HACG of any obligation to pay the Contractor for any work conducted without the noted prior written authorization.
- 1.4.5 Damage.** The Contractor shall timely repair any damage to HACG property or any other property (e.g., resident property; adjacent property; etc.) caused by the Contractor, whether such acts were intentional or not.
- 1.4.6** The Contractor shall ensure that all work performed by the Contractor is performed in a safe and professional manner, compliant with all codes, laws, regulations, statutes, and commonly accepted industry standards.
- 1.4.7 Identification.** The Contractor must have proper identification for all Contractor personnel when on HACG sites (i.e. wearing company logo, uniform, ID badge, etc.).
- 1.4.8 COVID-19.** The Contractor must comply with all HACG requirements related to COVID-19 as outlined in Attachment I.

- 1.4.9 Communication.** The Contractor shall maintain open lines of communication with the appropriate HACG staff member(s) at all times, respond in a timely manner, and provide updates to HACG as needed.
- 1.4.10 Section 3 Reporting Requirements.** As outlined in Attachment L, the Contractor must submit quarterly this compliance report. This report requires the vendor to provide on a quarterly basis the total number of hours worked on HACG projects for all workers, the number of hours worked on HACG projects by Section 3 workers, the number of hours worked on HACG projects by Targeted Section 3 workers and any qualitative efforts undertaken to help achieve compliance with the benchmark requirements. The benchmark requirements are 25% of the total labor hours worked on HACG projects must be worked by Section 3 workers and 5% must be worked by Targeted Section 3 workers.
- 1.4.11 Workmanlike Standard.** The Contractor shall, without charge, replace or correct any work found by HACG to (1) not conform to the contract requirements, or (2) not meet workmanlike standards as determined by HACG, unless HACG decides, in its sole discretion, it is in its interest to accept the work as is with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove any rejected materials from the premises.
- If the Contractor does not replace or correct rejected work within five (5) business days of being notified, HACG may (1) replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed with work.
- 1.4.12 Debris.** The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris. Unless pre-approved by HACG, debris must not be placed in HACG dumpsters but must be removed from the work site by the Contractor. When removing debris that contains asbestos, lead, or other hazardous materials, the Contractor must provide HACG with written documentation stating that such was properly disposed per any applicable local, state and/or federal requirements.
- 1.4.13 Warranty.** All work provided by the Contractor pursuant to any contract that ensures from this RFP shall be warranted or guaranteed by the Contractor for a period of time of not less than 365 days (one calendar year). The Contractor shall provide all labor for warranty work for the length of the manufacturer's warranty on a new system or part that the Contractor installs.
- 1.4.14 Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: HACG will reimburse the Contractor for the government-mandated fees pertaining to such permits, but for additional labor, profit, or overhead for obtaining such. The Contractor must provide back-up documentation when invoicing for such.). The Contractor shall be responsible for ensuring that all permits are closed upon completion.
- 1.5 Non-Exclusive Award.** As a result of any ensuing contract award, HACG will not guarantee that the successful bidder is the exclusive provider for these services. HACG reserves the right to conduct additional solicitations (i.e. informal quotes; formal bids) or micro-awards to other firms if HACG feels that doing so is in its best interests.

Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete construction contracts.

- 2.0.1 No Deposit/No Retainer.** HACG will not pay any deposit or retainer fees as a result of award of the ensuing contract, meaning that HACG will only pay the Contractor for the actual provision of services.
- 2.1 Bid Submission.** Proposed fees and all required bid documents (see Sections 2.1 and 2.2) shall be submitted online in the Housing Agency Marketplace by the bid deadline stated on page 5. Bids received after the deadline will not be accepted.
- 2.1.1 Submission Conditions.** Do not make any additional marks, notations, or requirements on the IFB documents. Bidders shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents, such may invalidate that bid. If, after accepting such a bid, HACG decides that any such entry has not changed the intent of the bid that HACG intended to receive, HACG may accept and consider the bid as if such entry were not entered on such. By accessing the Housing Agency Marketplace, registering, and downloading the IFB documents, the prospective bidder agrees to confirm all notices that HACG delivers to them as instructed. By submitting a bid, the bidder agrees to abide by all terms and conditions published herein and by any issued addenda.
- 2.1.2 Submission Responsibilities.** Each bidder shall be responsible to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth in the IFB documents, including this document, the IFB attachments listed on page 3, and any addenda. By completing and submitting a bid, the bidder agrees to comply with all conditions and requirements set forth in those documents. Written notice from the bidder not authorized in writing by HACG to exclude any of HACG's requirements contained in the documents may cause that bidder to not be considered for award.
- 2.2 Contact HACG.** Each bidder shall address all communication regarding this IFB process to the Buyer only. Bidders must not communicate with any other HACG staff member or official, including members of the Board of Commissioners, regarding this IFB. Failure to abide by this requirement may be cause for HACG to not consider a bid submittal.
- 2.2.1 Addenda.** All questions and requests for information must be addressed in writing to the Buyer who will respond to all such inquiries in writing by addendum to all prospective bidders. During the IFB solicitation process, the Buyer will not conduct any substantive conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the Buyer; it means that, other than making replies to direct the prospective bidder where their answer has already been issued in the solicitation documents, the Buyer will not respond to the prospective bidder's inquiries but will direct them to submit such inquiry in writing so that the Buyer may fairly respond to all prospective bidders in writing by addendum.

3.0 BID EVALUATION.

3.1 Bid Opening. At the set date and time identified on page 5, all bids received will be publicly opened for the first time electronically via a screen broadcast, utilizing a Zoom meeting. All bids will be read aloud by HACG, including the company name and their total calculated bid amount. HACG will not disclose any other information or details regarding the bids during the bid opening. A copy of the bid tabulation will be made available to each member of the public attending the bid opening and to anyone who requests such afterwards. Bids will not be made available for inspection by anyone during the bid opening. Bids will be available for inspection by the public after an award has been completed.

3.1.1 Ties. In the case of ties, the award shall be decided by drawing lots or other random means of selection.

3.2 Responsive Evaluation. After the public opening, the bids will be privately evaluated by HACG for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by HACG in a timely manner.

3.3 Responsible Evaluation. HACG will also evaluate each bid as to responsibility (e.g. a firm that is qualified, responsible, and able to provide the HACG with the required services). If HACG determines that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, HACG may proceed with award. If HACG determines that a firm is not responsible, such firm will be notified of such in writing by HACG in a timely manner. In such case, HACG may proceed with the responsive and responsible evaluations with the next lowest bidder.

3.3.1 Depending on the amount of the award, it is possible that HACG may take such contract award to HACG's Board of Commissioners for approval of the award prior to executing a contract with the apparent successful bidder(s).

3.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

4.0 CONTRACT AWARD.

4.1 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the HACG pursuant to this IFB:

4.1.1 Contract Form. HACG will only execute a contract on its forms (see Attachment J, Sample Contract), and by submitting a bid, the bidder agrees to do so. However, HACG will, prior to the question deadline, consider any contract clauses that the bidder wishes to include or exclude and submits in writing a request for HACG to do so. HACG will consider and respond to each such request. If such prospective bidder is not willing to abide by HACG's response, then that prospective bidder may be deemed ineligible to submit a bid.

- a. **Mandatory HUD Forms.** HACG has no legal right or ability to at any time negotiate any clauses contained in any of the HUD forms included as part of this IFB.
- 4.1.2 **Assignment of Personnel.** HACG retains the right to request and receive a change in personnel assigned to the work if HACG believes that such change is in the best interest of HACG and the completion of the contracted work.
- 4.1.3 **Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB including, but not limited to, selling or transferring the contract, without the prior written consent of HACG. Any purported assignment of interest or delegation of duty, without the prior written consent of HACG shall be void and may result in the cancellation of the contract with HACG or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract as determined by HACG.
- 4.1.4 **Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful bidder(s), shall be provided to HACG within 10 days of notification by HACG.
 - a. **Exceptions Regarding the GCMA.** The noted GCMA (not the entire contract, only the restrictions regarding the set GCMA) will be null and void for any firm that rejects a total of 2 requests from HACG for work during the contract period.
- 4.2 **Contract Period.** HACG anticipates that it will initially award a contract for the period of 90 days with the option, at HACG's discretion, to extend multiple times up to 3 months.
- 4.3 **Licensing and Insurance Requirements.** Prior to award, the successful bidder will be required to provide:
 - 4.3.1 **Workers Compensation Insurance.** In accordance with Minnesota Workers Compensation laws, an original certificate evidencing the successful bidder's current industrial (worker's compensation) insurance carrier and coverage amount and Employers Liability with policy limits of \$500,000 per incident.

- 4.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HACG) as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HACG, as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000), with a deductible of not greater than \$5,000. The \$1,500,000 policy limits may be a combination of underlying and excess liability (follows form) policies.
- 4.3.3 Automobile Insurance.** An original certificate showing the successful bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, 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.
- 4.3.4 Business License(s).** If applicable, a copy of the successful bidder's business license(s) allowing that entity to provide such services in the State of North Carolina and/or, if applicable, any city or county jurisdiction therein in which work will be performed.
- 4.4 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 4.5 Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and HACG have responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulation. **2 CFR § 200.321** states:
- 4.5.1** Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.
- 4.5.2** (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 4.5.3** (b) Affirmative steps include:
- 4.5.3.1** (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 4.5.3.2** (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 4.5.3.3** (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 4.5.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

- 4.1.3 General liability insurance. An original certificate evidencing General liability coverage (including P.A.C.) and additional insured, together with the appropriate endorsement to said policy, reflecting the addition of P.A.C. as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$2,000,000 with a dollar \$10,000 per person limit). The \$1,500,000 policy limits may be a combination of third-party and excess liability (follows form) policies.
- 4.1.3.1 Automobile insurance. An original certificate showing the successful bidder's automobile insurance coverage in a combined single limit of \$1,000,000 for every vehicle utilized during the term of this program when not owned by the contractor. The contractor shall have evidence of such mobile insurance coverage with limits of no less than \$100,000 for bodily injury and medical payments.
- 4.1.4 Business license(s). It shall be the contractor's responsibility to obtain and maintain all applicable city or county jurisdiction therein in which work will be performed, allowing that entry to provide such services in the State of North Carolina and/or in applicable, any city or county jurisdiction therein in which work will be performed.
- 4.2 Contract Scope Standards. All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 4.2.1 Equal Employment Opportunity and Supplier Diversity. Both the contractor and IFB contractor shall submit a plan and report of personnel and subcontractors pursuant to IFB's resolution 1 (ERB § 200.21) stated.
- 4.2.1.1 Contracting with small and minority business, women's business enterprises and labor unions and firms.
- 4.2.1.2 (a) The non-Federal entity must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor unions and firms are used where possible.
- 4.2.1.3 (b) Affirmative steps include:
 - 4.2.1.3.1 (1) Placing qualified small and minority business, and women's business enterprises on contractor lists.
 - 4.2.1.3.2 (2) Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources.
 - 4.2.1.3.3 (3) Providing total requirements when contractually feasible, it is available, and to the extent of financial resources, provide part of the small and minority business, and women's business enterprises.
 - 4.2.1.3.4 (4) Establishing delivery schedules, when the contractor is permitted, which encourage participation by small and minority business, and women's business enterprises.

- 4.5.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 4.5.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section

5.0 Suspension Procedures. The following outlines how HACG will handle violations of any term and condition contained herein or in any other correspondence related to this solicitation or any unsatisfactory performance of work conducted as a result of this solicitation.

- 5.1 Terms and Conditions.** Contractors are expected to comply with all terms and conditions outlined within. Failure to comply with any term or condition will constitute a material violation and subject the Contractor to immediate suspension.
- 5.2 Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Section 1 of this document, while also complying with the workmanlike standard clause contained in Section 1.6.12.
- 5.3 Notice of Violation.** If HACG discovers a term and condition was violated or the performance and completion of work was not done in a professional manner, as deemed by HACG, HACG staff will complete a vendor performance report, which will be sent to the Contractor via HACG's Contracting Officer. The Contractor shall respond within two business days with a solution fixing the problem, if applicable, or an action plan that will ensure future violations or unsatisfactory performance will not continue to occur. Failure to respond within the stated timeframe will constitute a major violation. The completed vendor performance report will be placed in the permanent vendor file.
- 5.4 Suspension and Reinstatement.** For minor violations, as deemed by HACG's Contracting Officer, if three vendor performance reports within a rolling 12-month period are received the Contractor will be suspended from future contracting opportunities for a 6-month period. At the conclusion of the 6-month period the Contractor will need to submit a written statement to HACG's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

For major violations, as deemed by HACG's Contracting Officer, which may include but is not limited to failing to maintain proper insurance, subcontracting work without HACG's authorization, failing to pay prevailing wages, or failing to correct unsatisfactorily completed work within the requested time, the Contractor will be immediately suspended for a 6-month period. At the conclusion of the 6-month period, the Contractor will need to submit a written statement to HACG's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

- 5.5** After the Contractor has fulfilled the requirements of the suspension they will be reinstated and be included on future contracting opportunities.

- 6.0 **HACG'S RESERVATION OF RIGHTS.** HACG reserves the following rights:
- 6.1 **The Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by HACG to be in its best interests.
 - 6.2 **The Right to Not Award.** Not award a contract pursuant to this IFB.
 - 6.3 **The Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for convenience upon 10 days written notice to the successful bidder.
 - 6.4 **The Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder shall provide the services called for in this IFB.
 - 6.5 **The Right to Retain Bids.** Retain all bids submitted and do not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without HACG's written consent.
 - 6.6 **The Right to Reject Any Bid.** Reject and not consider any bid that does not meet the IFB requirements, including but not limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 6.7 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 6.8 **The Right to Prohibit.** At any time prohibit further participation by a bidder or reject any bid that does not conform to the IFB requirements. By accessing the IFB, the prospective bidder agrees to abide by all IFB terms and conditions and agrees to inform HACG in writing within 5 days of the discovery of any IFB item that they feel needs to be addressed. Failure to abide by this time frame shall relieve HACG, but not the prospective bidder, of any responsibility regarding such issue.
 - 6.9 **The Right to Reject – Obtaining IFB Documents.** The Housing Authority of the City of Greenville and its website is the only place to obtain the IFB documents and any other information, such as addenda. Accordingly, by submitting a bid, the bidder affirms that they obtained all information at the Housing Authority of the City of Greenville. Any other group, such as a bid depository, that informs vendors of this IFB must not distribute the documents but instead instruct vendors to visit www.ghanc.net.
 - 6.10 **The Right to Modify.** Modify the selection procedures, scope of work, certain aspects of the information or bids submitted, or deadlines for accepting bids. HACG reserves the right to request amendments to or supplemental information for bids after the IFB deadline.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

| Clause | Page |
|--|------|
| 1. Certificate of Independent Price Determination | 1 |
| 2. Contingent Fee Representation and Agreement | 1 |
| 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | 1 |
| 4. Organizational Conflicts of Interest Certification | 2 |
| 5. Bidder's Certification of Eligibility | 2 |
| 6. Minimum Bid Acceptance Period | 2 |
| 7. Small, Minority, Women-Owned Business Concern Representation | 2 |
| 8. Indian-Owned Economic Enterprise and Indian Organization Representation | 2 |
| 9. Certification of Eligibility Under the Davis-Bacon Act | 3 |
| 10. Certification of Nonsegregated Facilities | 3 |
| 11. Clean Air and Water Certification | 3 |
| 12. Previous Participation Certificate | 3 |
| 13. Bidder's Signature | 3 |

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

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

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

| Clause | Page |
|--|------|
| 1. Bid Preparation and Submission | 1 |
| 2. Explanations and Interpretations to Prospective Bidders | 1 |
| 3. Amendments to Invitations for Bids | 1 |
| 4. Responsibility of Prospective Contractor | 1 |
| 5. Late Submissions, Modifications, and Withdrawal of Bids | 1 |
| 6. Bid Opening | 2 |
| 7. Service of Protest | 2 |
| 8. Contract Award | 2 |
| 9. Bid Guarantee | 3 |
| 10. Assurance of Completion | 3 |
| 11. Preconstruction Conference | 3 |
| 12. Indian Preference Requirements | 3 |

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) 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 submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 and the bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the finishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, 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 or 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.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) 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 exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

ATTACHMENT 4

**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

ATTACHMENT 5

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: _____

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).

Section 3 Business Self-Certification

BASIC INFORMATION

1. Company Name: _____
2. Company Address: _____
 City _____ State _____ Zip _____
3. Telephone Number: _____; Cell Number: _____
 Fax Number: _____; Email address: _____
4. Contractor's License: Class A B C or N/A; License Number: _____
5. Business License Number _____ Federal ID Number _____
6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents;
 or
 Yes No
2. At least 30% of your full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
 Yes No
3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.
 Yes No

**The definition of a
Section 3 resident is:**

- 1) a public housing resident;
or
 - 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

VERIFICATION - The company hereby agrees to provide, upon request, documents verifying the information provided on this form.

I declare and affirm under penalty of prosecution for perjury that the statements made herein are true 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: _____

Housing Authority of the City of Greenville

**PROFILE OF FIRM FORM
(Attachment C)**

(This Form must be fully completed by the Prime Contractor, each Sub-Contractor and all Joint Venture Partnerships. Include copies of all business Licenses, Articles of Incorporation, WBE, MBE, Section 3 Certifications with this form.)

Name of Firm: _____ Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

Primary contact: _____ Federal Tax ID No.: _____

Email address of primary contact: _____

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY

Please list additional principals on a separate sheet of paper.

| Name | Title | % Owned |
|------|-------|---------|
| | | |
| | | |
| | | |

SUPPLIER DIVERSITY STATEMENT: Because HACG receives federal funding, we must report to the government our supplier diversity efforts. This Information is used for coding and reporting purposes only and will not affect the ability of your firm to do business with our agency. If you do not complete this area, we cannot add your firm to our eligible list. Resident (RBE) Minority (MBE), Women-Owned (WBE) Business Enterprises qualify by virtue of 51% or more of the ownership and active management by one or more of the following. CHECK ALL THAT APPLY:

- Caucasian American (Male) _____%
- Public-Held Corporation _____%
- Government Agency _____%
- Non-Profit Organization _____%
- OHA Resident-Owned* _____%
- African American _____%
- **Native American _____%
- Hispanic American _____%
- Asian/Pacific American _____%
- Hasidic Jew _____%
- Asian/Indian American _____%
- Woman-Owned (MBE) _____%
- Woman-Owned (Caucasian) _____%
- Disabled Veteran _____%
- Other (Specify _____) _____%

WMBE Certification Number: _____ Certified by (Agency): _____

- Section 3 Business Concern.
- Notarized Certification Attached

The undersigned hereby affirms that he/she is empowered to sign this form and affirms that, to the best of his/her knowledge, the above information is current and accurate.

Housing Authority of the City of Greenville

| Signature | Date | Printed Name | Company |
|-----------|------|--------------|---------|
|-----------|------|--------------|---------|

Business License No.(If Applicable):_____

State of Nebraska License Type and No.:_____

Worker's Compensation Insurance Carrier:_____

Policy No.:_____ Expiration Date:_____

General Liability Insurance Carrier:_____

Policy No. _____ Expiration Date:_____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date:_____

Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any State Government, Douglas County, or any local government agency within or without the State of Nebraska? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the OHA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the OHA or any person interested in the proposed contract; and that all statements in said proposal are true.

Verification Statement: The undersigned proposer 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 OHA discovers that any information entered herein is false, that shall entitle the OHA to not consider nor make award or to cancel any award with the undersigned party.

| Signature | Date | Printed Name | Company |
|-----------|------|--------------|---------|
|-----------|------|--------------|---------|