

IFB Document

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INTRODUCTION

The Springfield Housing Authority (hereinafter, "SHA") is a public entity that was formed in 1937 to provide federally subsidized housing and housing assistance to low-income families, within the Springfield Area. The SHA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the SHA's procurement policy.

In keeping with its mandate to provide efficient and effective services, the SHA is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to the SHA. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

INVITATION FOR BIDS (IFB) NO 2019 - 02 - HVAC AMP 4

IFB INFORMATION AT A GLANCE

SHA CONTACT PERSON	Jessica Watson 217-753-5757 ext. 311
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access https://ha.economicengine.com/ 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. If you have any problems in accessing or registering on the system, please call customer support at 1-866-526-9266.
PRE-BID CONFERENCE	Tuesday, February 19, 2019 at 10:00 a.m. The meeting with be held at 1910 Truman Road, Springfield, IL
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	As instructed within Section 3.0 of the IFB document, submit 1 copy of your hard copy bid to the SHA Truman Road office.
BID SUBMITAL RETURN & DEADLINE	Monday, March 4, 2019 Springfield Housing Authority 1910 Truman Road, Springfield, IL 62703 *(The hard copy bid must be received in-hand and time-stamped by the SHA by no later than 2:30 p.m. on this date).
ANTICIPATED APPROVAL BY SHA BOARD OF COMMISSIONERS	Monday, March 25, 2019 Springfield Housing Authority 200 N. Eleventh Street, Springfield, IL 62703

1.0 SHA'S RESERVATION OF RIGHTS:

- 1.1 The SHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the SHA to be in its best interests.
- 1.2 The SHA reserves the right not to award a contract pursuant to this IFB.
- 1.3 The SHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 The SHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 The SHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the SHA Contracting Officer.
- 1.6 The SHA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7 The SHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids missing required information.
- 1.8 The SHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.

- 1.9 The SHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the <https://ha.economicengine.com/> Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the Contracting Officer in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the SHA, but not the prospective bidder, of any responsibility pertaining to such issue.

Provide a written proposal and pricing as outlined:

- Please quote per unit; with a total cost for project.
 - This will be a **design build project** with the HVAC contractor making the determination as to the proper sizing of HVAC systems, flue sizing and ventilation requirements for all system installations.
 - Contractor should ensure that the existing duct work is sized properly to ensure proper air flow with the new system and will be responsible to correct if necessary.
 - The contractor shall furnish to the SHA copies of equipment and installation warranties, along with serial number and model number for each unit and its corresponding address prior to starting project.
- 2.0 **SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The SHA is seeking bids from qualified, licensed and bonded entities to provide the following detailed services:

2.1 **Specific Scope of Services:**

Replacement of HVAC systems at the following units in Springfield, IL:

Furnace and A/C unit			
1315 E. Reynolds	1415 E. Reynolds	1522 E. Reynolds	1538 E. Mason
1520 E. Reynolds	1417 E. Reynolds	1529 E. Mason	1627 E. Mason
1413 E. Reynolds	1520 E. Reynolds	1530 E. Mason	1725 E. Reynolds

A/C Unit Only
516 N. 12th

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Furnish and install - Energy Star Rated 95% sealed combustion nature gas furnaces 2-pipe system. The Contractor shall:

- Adapt to existing duct system. Contractor is responsible to ensure that existing duct system is sized correctly and ensure proper air flow.
- Use black iron gas piping for furnace connection.
- Ensure attic ductwork is insulated and in good condition.
- Ensure proper distribution and recovery.
- Ensure proper combustion air.
- Install new filter grills.
- Install return grills over each bedroom door.
- Install electrical disconnect switch at furnace and reconnect to existing wiring.
- Install new low voltage thermostat wiring.
- Install new White Rogers 1F86-344 series 80 thermostats (or equal quality) non-programmable.
- Check plenum and ductwork in crawlspace for moisture, holes, rust, and leaks.
- Add metal box below furnace to keep furnace off of the floor.
- Use iron pipe on gas line.
- Add disconnect at furnace.
- Add all new line sets.
- Fire caulk around vents in ceiling.

Furnish and install new Energy Star Rated, minimum of 16 SEER, boxed A-coil and condensing units. The Contractor shall:

- Install new boxes A-coil, adapt to existing duct work. Contractor is responsible to ensure that existing duct system is sized correctly and ensure proper air flow.
- Install condensate pump where required.
- Install new R410-A Condensing unit on new condenser pad.
- Install new refrigerant lines; brazed (no soft solder); cover exposed lines with metal downspout on exterior of building.
- Install new electric whip with combination disconnect box with 20-amp GFCI receptacle; install new breaker in panel and run new wiring from breaker panel.
- Remove and dispose of existing HVAC systems and construction debris.
- Clean debris from slab ductwork (if required)
- Recover refrigerant as per EPA guidelines (if required)
- Patch and paint holes in sheetrock or around ductwork and piping in mechanical closet, (as per fire code).
- Patch all perforations on exterior of building caused by installation or removal of equipment.
- Check plenum and ductwork in crawlspace for moisture, holes, rust, and leaks.

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Acceptable Manufactures:

- Trane
- American Standard
- Bryant
- Carrier
- Temp Star

2.1.1 The Bid Proposal should provide Springfield Housing Authority sufficient detail to allow it to properly evaluate one's bid. More specifically, the bid should identify the size and type of product and equipment being proposed, methodology for installation, scope of work provided, and qualifications, if any.

Permits: The contractor is responsible for all permits, payment of fees and expenses that may be mandated requirement for this project.

Davis-Bacon and/or State Prevailing Wage: Attention is called to the fact this is a Davis Bacon and/or State Prevailing Wage project, wage report attached. (Wages are to include fringe benefits).

Bonds: A Performance Bond and Payment Bond; or 20% cash escrow; or 25% irrevocable letter of credit will be required for the amount of the contract should the contract exceed \$50,000.00. A 5% Bid Bond will be required for all projects greater than \$50,000.

OSHA: OSHA rules and regulations must be observed.

Time and Order of Work: To ensure the prompt and continuing prosecution of the assigned work, the Contractor and SHA shall agree upon a schedule of time and order of work for the development of each project and the performance of the Contractor's services. Such shall be based upon reasonable times for review, approval and return of the documents. SHA estimates that this job should take 60 days from award of contract.

Attendance at Conferences: As directed by SHA, the Contractor or his/her representative shall attend conferences involving matters related to the design and construction of the project. It may be required of the Contractor to present a visual representation of the project.

2.2 **SHA Responsibilities:** The SHA shall, as expeditiously as necessary for the orderly progress of the work, provide and/or designate:

2.2.1 All necessary information regarding the SHA's requirements.

2.2.2 A representative authorized to act on behalf of the SHA with respect to the work. The SHA and its representative shall examine documents submitted by the Contractor and shall

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promptly render decisions pertain thereto to avoid unreasonable delay in the progress of the Contractor's work.

- 2.2.3 Information on any previously obtained waivers of local codes or regulations affecting the design of the work.
 - 2.2.4 Instructions concerning room distribution of dwelling units, building types, and non-dwelling facilities (management; maintenance; community) to be provided in the project.
 - 2.2.5 A statement of any work to be performed by others at the project site.
 - 2.2.6 All current governmental issuance's pertinent to the applicable work.
 - 2.2.7 Legal, accounting and insurance counseling services as may be necessary for the project.
 - 2.2.8 Assurance that the Contractor shall be entitled to rely upon the accuracy and completeness of the information furnished by the SHA.
- 2.3 **State Contractor's License:** As required by State of Illinois law, the contractor shall have an Illinois license.

3.0 BID FORMAT:

- 3.0.1 **Bid Submittal Binding Method:** It is preferable and recommended that the bidder bind the bid submittals in such a manner that the SHA can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.
- 3.0.2 **Entry of Proposed Fees:** The proposed fees submitted by each bidder are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.
- 3.0.3 **Overtime:** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The SHA shall consider regular-time to be Monday-Friday (excluding holidays), 8:00am - 5:00pm.
- 3.0.4 **Davis-Bacon (D/B) and/or State Prevailing Wage Rates:** As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the SHA needs the successful proposer to provide services that require the successful proposer to pay Davis-Bacon or State

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Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then the SHA shall:

- 3.0.4.0 Ascertain the applicable hourly wage rate(s), as listed within the contract that applies;
- 3.0.4.1 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;
- 3.0.4.2 **Locating Applicable Wage Rates:** There is a D/B or State Wage Rate General Decision attached to this IFB. If, as detailed within 24 CFR 85.36(h) (5), the SHA is required to pay Davis-Bacon wage rates (for all "construction contracts in excess of \$2,000"), and for similar State requirements, the SHA will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates may be viewed by following the following listed steps:

Step No.	Description
1	Enter www.wdol.gov
2	Select DBA WDS
2	Select a State
3	Enter a County
4	Construction Type: Enter "Residential" (single family home) or "Building" (larger than 3 stories)
5	WD's: Leave "All WDs"
6	Click on "Search"
7	View the wage rate applicable to the service(s)

- 3.1 **Bid Submission:** All hard copy bids must be submitted and time-stamped received in the designated SHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). The bid submittal, with 1 original signature copy (marked "ORIGINAL"), shall be placed unfolded in a sealed package and addressed to:

Springfield Housing Authority
1910 Truman Road
Springfield, IL 62703

The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be considered.

- 3.1.1 **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or

entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the SHA by the bidder, such may invalidate that bid. If, after accepting such a bid, the SHA decides that any such entry has not changed the intent of the bid that the SHA intended to receive, the SHA may accept the bid and the bid shall be considered by the SHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the SHA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

- 3.1.2 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the SHA, including the IFB document, the documents listed within the following Section 5.6, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the Contracting Officer to exclude any of the SHA requirements contained within the documents may cause that bidder to not be considered for award.
- 3.2 Bidder's Responsibilities—Contact With the SHA:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Contracting Officer only. Bidders must not make inquiry or communicate with any other SHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the SHA to not consider a bid submittal received from any bidder who has not abided by this directive.
- 3.2.1 Addendums:** All questions and requests for information must be addressed in writing to the Contracting Officer. The Contracting Officer will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the Contracting Officer will NOT conduct any *ex parte* (a substantive conversation— “substantive” meaning, when decisions pertaining to the IFB are made—between the SHA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an

advantage over other prospective bidders. This does not mean that prospective bidders may not call the Contracting Officer – it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the Contracting Officer may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the Contracting Officer may more fairly respond to all prospective bidders in writing by addendum.

3.3 Pre-bid Conference: Tuesday, February 19, 2019 at 10:00 a.m., 1910 Truman Road, Springfield, IL.

4.0 BID EVALUATION:

- 4.1 Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the Contracting Officer, including the company name of the bidder and the total calculated costs proposed. At the bid opening the SHA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the SHA will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the SHA reserves the right to, as determined by the SHA, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.
- 4.1.1 Ties:** In the case when two or more low bids are equal in all respects, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2 Responsive Evaluation:** After the public opening the hard copy bid submittals received will be evaluated in private 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 the SHA in a timely manner (in any case, in no less than 10 days after such determination is made).
- 4.3 Responsible Evaluation:** The SHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the SHA the required services). If the SHA ascertains that such firm SHAs the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services,

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the SHA may proceed with award. If the SHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the SHA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the SHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award (awards greater than \$20,000) the SHA will take such contract award to the SHA Board of Commissioners for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 **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.

5.0 CONTRACT AWARD:

5.1 **Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

5.2 **Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.2.1 By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the SHA, including an agreement to execute the attached Sample Contract form." Accordingly, the SHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the SHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

5.3 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the SHA pursuant to this IFB:

5.3.1 **Contract Form:** The SHA will not execute a contract on the successful bidder's form--contracts will only be executed on the SHA form and by submitting a bid the successful bidder agrees to do so (please note that the SHA reserves the right to amend this form as the SHA deems necessary). However, the SHA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the SHA to do so; but the failure of the SHA to include such clauses does not give the successful bidder the right to refuse to execute the SHA's contract form. It is the responsibility of each prospective bidder to notify the SHA, in writing, prior to

submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The SHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the SHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

5.3.1.1 Please note that the SHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.3.2 **Assignment of Personnel:** The SHA shall retain the right to demand and receive a change in personnel assigned to the work if the SHA believes that such change is in the best interest of the SHA and the completion of the contracted work.

5.3.2.1 The Workforce Projection form must be completed to determine employment opportunities for compliance with Section 3 Policy. This form is required with the bid proposal.

5.3.2.2 A list of qualified Section 3 residents is available by contacting the Section 3 coordinator at 217-753-5757 ext. 311.

5.3.3 **Subcontractor Information:** If applicable; a list of subcontractor(s) that will be used for the project is required with bid proposal.

5.3.3.1 Subcontractors must be approved by the SHA and will be verified to ensure that they have not been Debarred or Suspended from doing work for HUD.

5.3.3.2 A list of pre-approved Section 3 business concerns available for sub-contracting work is available by contacting the Section 3 coordinator at 217-753-5757 ext. 343.

5.3.4 **Unauthorized Sub-Contracting Prohibited:** The successful bidder 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 the Contracting Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the Contracting Officer shall be void and may result in the cancellation of the contract with the SHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the Contracting Officer.

- 5.4 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- 5.4.1 An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.4.2 An original certificate evidencing General Liability coverage, naming the SHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the SHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000. There should also be an endorsement that adds the SHA will be given a thirty (30) days notice in writing if the policy is changed or cancelled;
 - 5.4.3 An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
 - 5.4.4 An original certificate showing the 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 \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.5 A copy of the bidder's business license allowing that entity to provide such services within the Sangamon County.
 - 5.4.6 If applicable, a copy of the bidder's license issued by the State of Illinois licensing authority allowing the bidder to provide the services detailed herein.
- 5.5 **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.
- 5.6 **Required forms for bid.** To comply with bidding requirements, the following information must be completed and returned with the hard copy bid, in the order listed below.
- 5.6.1 SHA Form of Bid - Bidding and Contract Requirements.
 - 5.6.2 Proposal outlining method and cost to complete project.

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- 5.6.3 Representations, Certifications and Other Statements of Bidders Form HUD-5369a. Please mark the appropriate boxes on all three (3) pages and complete signature page.
- 5.6.4 Contract Compliance Attachment.
- 5.6.5 Hold Harmless Agreement.
- 5.6.6 Non-Collusive Affidavit.
- 5.6.7 Section 3 Clause.
- 5.6.8 Section 3 Self Certification Business Concern.
- 5.6.9 List of subcontractors (if applicable to this project).
- 5.6.10 Statement of Bidders Qualifications.
- 5.6.11 Special Contract Requirements.
- 5.6.12 Equal Employment Opportunity Certification Form HUD 92010.
- 5.6.13 Davis Bacon Wage Exclusion (if applicable as a sole proprietor).



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

SPRINGFIELD HOUSING AUTHORITY SECTION 3 CLAUSE

- 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 135, 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 135 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 worker's 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The undersigned agrees to comply with the Section 3 Guidelines as referenced by HUD regulations in 24 CFR part 135 as amended.

Person, Firm, or Corporation

Printed Name

Authorized Signature

Title

Date

FORM OF BID – OFFER FORM
BIDDING AND CONTRACT REQUIREMENTS



BID TO: Springfield Housing Authority
1910 Truman Road
Springfield, Illinois 62703

BID FROM: _____ BID FOR _____
(Bidder's Name) (Work proposed)

(Bidder's address)

(City, State, Zip Code)

THE UNDERSIGNED hereby certifies that he/she:

1. Acknowledges receipt of:
 - A. IFB # 2019-02 and all of its attached forms.
 - B. (If applicable, please list) Addenda: No. _____ Dated _____
2. Has examined the site and all bidding documents. The bidder shall be responsible for performing all work specifically required by all parts of the bidding documents, including all drawings and specifications for the entire project even though such work may be included as related requirements specified in other divisions or sections.
3. Agrees to:
 - A. Hold this bid open until 60 calendar days after the bid opening date.
 - B. Accept the provisions of the Instructions to Bidders regarding disposition of the bid security.
 - C. Enter into and execute a contract with Springfield Housing Authority when awarded on the basis of this bid, and in connection therewith to:
 1. Furnish all bonds and insurance in accord with the bidding documents.
 2. Accomplish the work in accord with the Contract.
 3. Complete the work within the specified contract time.
 - D. Certify compliance with the General Conditions included with specifications.

4. **CONTRACT TIME:** The Contractor shall complete the work in accord with the contract within 30 calendar days from the start date that is stated in the Notice to Proceed.
5. **LIQUIDATED DAMAGES:** When the Contractor fails to complete the work within the contract time, the contractor shall pay the Springfield Housing Authority \$100.00 for each calendar day that the completion date is delayed beyond the contract time. Including such extensions that the Springfield Housing Authority may grant in accordance with the General Conditions.

In addition, the undersigned:

- A. Has full authority to submit an Offer on behalf of the Firm listed below, and;
- B. Has reviewed the IFB thoroughly and has based this Offer on the requirements of that IFB, and;
- C. Bidder agrees to perform all work designated to be done by the General Contractor for work shown or specified in the bidding documents, for the sum of:

_____ DOLLARS (\$ _____)

Signature

Date

Firm Name _____

General Decision Number: IL190004 01/11/2019 IL4

Superseded General Decision Number: IL20180004

State: Illinois

Construction Types: Building and Residential

County: Sangamon County in Illinois.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and garden apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019

ASBE0001-002 10/02/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 38.70	23.17

BOIL0363-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 36.50	29.89

BRIL0008-021 05/01/2017

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 31.00	22.88

BRIL0008-026 05/01/2017

	Rates	Fringes
Marble, Tile & Terrazzo Workers.....	\$ 32.20	18.51

CARP0270-002 05/01/2017

	Rates	Fringes
CARPENTER (Building)		
Carpenter and Lather.....	\$ 31.64	25.74
Piledriver.....	\$ 32.64	25.74
CARPENTER (Residential).....	\$ 28.48	25.74

CARP1051-006 05/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 31.74	26.10

ELEC0193-005 01/01/2018

	Rates	Fringes
ELECTRICIAN		
Building Construction (all buildings over 4 Stories)....	\$ 35.34	4.5%+\$16.35
Residential Construction (up to and including 4 stories).....	\$ 21.09	3.5%+11.65

* ELEV0055-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.21	33.705+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.

B. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day & Christmas Day

ENGI0965-003 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

Group 1.....	\$ 36.79	23.95
Group 2.....	\$ 34.32	23.95
Group 3.....	\$ 30.53	23.95
Group 4.....	\$ 38.36	23.95

PREMIUM PAY-

CRANES WITH BOOMS - 120-200 ft. 1.00 per hour; \$.02 Per Foot For Each Foot Above 200; MULTIPLE UNIT MACHINES- 1.00 per hour; UNDERGROUND WORK- 1.00 per hour; UNDER AIR PRESSURE- 1.00 per hour; LONG BOOMS ON STATIONARY TOWER CRANES-1.00 per hour. Above Long Boom Scale

Hazardous Waste/Asbestos Removal Workers receive the following wages and fringe benefits:

Level A (highest level of respiratory, skin, and eye protection) receives \$2.00 per hour above journeyman.

Level B (same as Level A, but a lower level of skin protection) receives \$1.50 per hour above journeyman.

Level C (same as Level B, but a lower level of respiratory protection) receives \$1.00 per hour above journeyman.

OPERATING ENGINEER CLASSIFICATIONS:

GROUP 1: Asphalt Plant Engineer; Asphalt screed man; Apsco concrete spreader; Asphalt paver; Asphalt roller on bituminous contrete; Athey loaders; Cableways; Cherry Picker; ClamShell; C.M.I. & Similar Type Autograde Formless Paver, Autgrade Placer & Finisher; Concrete Breaker; Concrete plant Oper; Concrete Pumps; Cranes; Derricks; Derrick boats; Draglines; Earth auger boring machine, Elevating Graders; Engineers on dredge; Gravel processing machines; Head equipment greaser; High lift or fork lift; Hoist with two drums or 2 or more loadlines; Locomotive; Mechanics; Motor graders or auto patrols; Operators or levelman on dredges; Power boat oper; Pug mill oper; (Asphalt plat); Orange peels; Overhead cranes; Paving mixer; Piledrivers; Pipe wraपर & Painting machines; Push dozers, or Push cats; Rock crusher; Ross carrier or similar machine; Scoops; Skimmers 2 cu yd capacity & Under: Sheep foot roller (self propelled); Shovels; Skimmer; Scoops; Test hole drilling machines; Tower machine; Tower mixer; Track Tupe & Loaders; Track type forklifts or high lifts; Track jacks & Tampers; Trackors; Sideboom; Trenching machine; Ditching machine; Tunnel lugger; Wheel type end loader; Winch cat; Scoops (Allor tournapull)

GROUP 2: Asphalt booster & Heater; Asphalt distributor; Asphalt plant fireman; Building Elevator; Bull float or flexplane; Concrete finshing machine; Concrete saw, self propelled; Concrete spreader machine; Gravel or stone spreader, Power operated; Hoist automatic; Hoist with one drum & one load line; Oiler on 2 paving mixers when used in tandem boom or winch truck; Post hole diggers; Mechanical; Road or street sweeper, Self-propelled; Scissors hoist; Seaman tiller; Straw machine; Vibratory compactor; Well drill machine; & Mud jacks.

GROUP 3: Air compressor, Track or self-propelled; Bulk cement batching- plants; Conveyors; Concrete mixers (Except Plant, Paver, Tower) Firement, Generators; Greasers; Light plants; Mechanical theater; Oilers; Power from graders; Power sub-grader; Pug mill, When used other than asphalt operation; Rollers (Except bituminous); Tractors w/o Power attachments regardless of size or type; Truck crane oiler; & driver (one man); Vibratory hammer; Water pump; Welding machine (one 300 amp or over) Combinations of five of any air compressors; Conveyors, Welding Machines, Water pumps; Light plants or Generators shall be in batteries or with in 300 FT.

Group 4: Lattice Boom crawler crane, Lattice Boom truck crane, Telescopic truck mounted crane, Tower crane

IRON0046-008 05/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 31.29	24.79

LABO0477-003 05/01/2017

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 31.12	23.20
General Laborer.....	\$ 28.62	23.10

PAIN0090-004 05/01/2017

	Rates	Fringes
PAINTER		
Building.....	\$ 31.13	17.18
Residential.....	\$ 28.63	17.18

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

All work over 40 ft. above floor or ground level - \$1.00 Premium

PAIN1168-002 05/01/2018

	Rates	Fringes
GLAZIER		
Building.....	\$ 35.91	17.13

PLAS0018-033 05/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.51	21.93
PLASTERER.....	\$ 28.50	19.12

PLUM0137-002 04/01/2018

	Rates	Fringes
Plumber, Pipefitter, Steamfitter		
Building.....	\$ 42.34	18.87
Residential.....	\$ 36.33	18.87

ROOF0112-002 06/01/2018

	Rates	Fringes
ROOFER.....	\$ 30.70	20.18

SHEE0218-002 06/01/2015

Residential

	Rates	Fringes
Sheet Metal Worker.....	\$ 21.74	22.47

SHEE0218-003 06/01/2017

BUILDING

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.48	26.31

TEAM0916-001 05/01/2017

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.26	18.51
Group 2.....	\$ 36.77	18.51
Group 3.....	\$ 37.05	18.51
Group 4.....	\$ 37.36	18.51
Group 5.....	\$ 38.35	18.51

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

REQUIRED FORMS
TO BE RETURNED WITH BID
THAT BECOME A PART
OF THE CONTRACT

**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

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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. 14 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)

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

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)

NON-COLLUSIVE AFFIDAVIT

Prime Bidder



State of ILLINOIS)

County of Sangamon)

_____ being first duly sworn,
deposes and says:

That he/she is _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a 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 or conference, with any person, to fix the bid price of affiant of any other bidder, or to fix any other bidder, or to secure any advantage against the _____ or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual;

Partner, if the bidder is a partnership;

Officer, if the bidder is a corporation;

Subscribed and sworn to before me this _____ day of _____ 2_____.

My commission expires, _____ 2_____.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)

For HUD HQ/FmHA use only

Reason for submission:
1. Agency name and City where the application is filed

2. Project Name, Project Number, City and Zip Code

3. Loan or Contract amount \$ 4. Number of Units or Beds

5. Section of Act 6. Type of Project (check one)
 Existing Rehabilitation Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations
Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate

8. Role of Each Principal in Project	9. Expected % Ownership in Project	10. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a) (if any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. Note: Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3 List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5 Was the Project ever in default during your participation Yes No If yes, explain	6 Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
Supervisor	Director of Housing/Director, Multifamily Division	Date (mm/dd/yyyy)

Previous editions are obsolete

ref Handbook 4065.1 Form HUD-2530 (02/2013)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's-length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA)

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213

- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD
- Purchase of a Secretary-owned project.

- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g. refinancing, change in ownership, change in management agent, transfer of physical assets, etc

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, or the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Block 10: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2: All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3: List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of form HUD-2530, including schedule A, read the certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2c. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

STATEMENT OF BIDDERS' QUALIFICATIONS

All questions must be answered and must be clear and comprehensive. Use a separate sheet if necessary when answering these questions.

1. The name of bidder:
2. The permanent main office address:
3. When, where and how was the firm legally organized?
4. How many years have you been engaged in your type of business under your present firm name?
5. How many employees (full and part-time) within your firm?
6. Please list the general character of work performed by your firm:
7. Have you ever failed to complete any work awarded to you?
If so, where and why?
8. Have you ever defaulted on a contract?
If yes, describe.
9. List at least 3 of the more important locations recently serviced by your firm with contact information:
10. List experience in work similar in scope and importance to this project.

11. List your major equipment available for this contract:
12. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Springfield Housing Authority?
13. Have you, your firm, corporation or other entity submitting this bid received any citations, complaints, summons, decisions, determinations, judgments or other allegations or findings of any state and federal laws which protect the health, safety or welfare of workers including, but not limited to, OSHA, FMLA, ADA, ADEA, NLRA, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, within the last two years? Yes No
- a. If the answer to the above question is yes, please submit detailed information concerning the same.

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

Name of bidder

Signature of bidder

Date



AFFIDAVIT
for
Davis Bacon Wage Exclusion/Prevailing Wages

State of Illinois)
)
County of _____)

I, _____ being first duly

sworn state as follows:

1. That I have personal knowledge of the matters set forth in this Affidavit.
2. That _____ is one of the following:
 - Corporation
 - Partnership
 - Sole Proprietorship

3. That the following individuals have an ownership interest in the above business:

4. If called as a witness to trial, I will testify competently as to the matters set forth in this Affidavit.

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

Notary Public



CONTRACT COMPLIANCE ATTACHMENT

THE FOLLOWING ARE COMPLIANCE REQUIREMENTS THAT SHALL BE INCORPORATED INTO AND MADE A PART OF ANY CONTRACT ISSUED PURSUANT THERETO.

- A. The Contractor shall abide by and comply with all applicable local and State laws relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act; 2) any and all applicable workmen's compensation laws; and 3) wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
- B. The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00 and shall indemnify, protect, defend at its own cost, and hold harmless the Local Agency from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, through, or by virtue of the construction and development of the specified project facilities.
- C. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- E. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department of Human Rights upon request.
- F. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

(Contractor Name)

Date _____

(Contractor signature)



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

SECTION 3 BUSINESS CONCERN SELF CERTIFICATION

The Springfield Housing Authority is seeking to extend the benefits of and to promote compliance with Section 3 by identifying and targeting Section 3 Business Concerns for business opportunities, events and educational programs.

The Springfield Housing Authority has instituted a Section 3 Self Certification process in an effort to comply with Federal Section 3 Regulations which promote contract, employment, and training opportunities for Section 3 residents.

Applicants seeking certification must complete and submit the attached Section 3 Business Concern Self Certification forms as applicable:

1. If your company is qualified because it is owned (51% or more) by one or more Section 3 residents, then complete **Form A, "Section 3 Business Concern – Resident Business Owner(s)"**.

OR

2. If your company is qualified because 30% or more of its full time permanent workforce is Section 3 Residents, then complete **Form B, "Section 3 Business Concern – 30% + Workforce"**.

OR

3. If more than 25% of all subcontract work to be awarded shall be performed by Section 3 business concerns as described above, then complete **Form C, "Section 3 Business Concern-Subcontractor"**.

Please answer all questions, sign the completed forms, and notarize the affidavit. Completed packets may be returned to Springfield Housing Authority, 200 North 11th Street, Springfield, IL 62703.

If you have any questions or require assistance, please do not hesitate to contact the Springfield Housing Authority.

Springfield Housing Authority
200 North 11th Street
Springfield IL 62703
217-753-3770 ext. 311



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

SECTION 3 TERMS AND TERMINOLOGY

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Act (HUD) of 1968 that helps to foster local economic development, neighborhood improvement, and self-sufficiency. It's a HUD funded program that generates employment, training, and contracting opportunities to low and very-low income persons or businesses.

2. What does the term "Section 3 Resident" mean?

1. A public housing resident/Section 8 HCV recipient; or
2. Low or very low-income person residing in the metropolitan or non-metropolitan county area.
3. A homeless person residing in the metropolitan or non-metropolitan county area.

3. What does the term "Section 3 business Concern mean?

1. 51% or more owned by a Section 3 resident; or
2. At least 30% of its full-time employees include Section 3 residents.
3. 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 paragraph.

4. How does it differ from MBE/WBE?

Section 3 is both race and gender neutral. It is based on income-level and location.

5. What is a Section 3 covered project?

A Section 3 covered project involves the construction or rehabilitation of housing, or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

6. What is a Metropolitan Area?

Metropolitan Statistical Area (MSA)

7. What is a new hire?

A new hire is a full-time employee for a new permanent, temporary or seasonal position that is created from a Section 3 related covered project.



**Springfield Housing
Authority**

200 North 11th Street
Springfield, IL 62703

**SECTION 3 BUSINESS CONCERN
APPLICATION**

All Applicants Must Complete This Form

Business Name: _____

D.B.A. (If different from above): _____

Address: _____
(City) (State) (Zip)

Business Phone: _____ Fax: _____

Email: _____ Business Website: _____

Employer ID Number: _____ Owner(s) Social Security Number (if no EIN): _____

Contact Person & Title: _____

Description of Business _____

Date Business was established: _____ Contact Phone: _____
Month/Day/Year

My company is a Section 3 Business Concern (check one): Yes No
If yes, provide the information below. If no, proceed to Form D

Type of Business Entity (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Limited Liability Partnership (LLP) | <input type="checkbox"/> Joint Venture |

Check all that apply:

- | | | |
|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> WBE | <input type="checkbox"/> MBE | <input type="checkbox"/> DBE |
|------------------------------|------------------------------|------------------------------|

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Person, Firm, or Corporation

Printed Name

Title

Authorized Signature

Date



Springfield Housing Authority

200 North Eleventh Street
Springfield, IL 62703

SECTION 3 BUSINESS CONCERN Resident Business Owner(s) – Form A

A business can be certified as a Section 3 Business Concern if the business is owned (51% or more) by a Section 3 Resident(s).

Name of Owner: _____

Home Address: _____

Name of Business: _____

Percentage of Ownership: _____ %

- Please Attach:** Proof of Public Housing Assistance (PHA) Lease or Section 8 HCV Lease
 Proof of Sangamon County Residence Current Business Tax Returns
 Proof of Public Assistance (TANF, MEDCAID, WIC)

Check the appropriate box for your family size and income:

Check Box	# of Persons in Household	Gross Household Income Max.
<input type="checkbox"/>	1 Individual	\$44,000
<input type="checkbox"/>	2 Individual	\$50,250
<input type="checkbox"/>	3 Individual	\$56,550
<input type="checkbox"/>	4 Individual	\$62,800
<input type="checkbox"/>	5 Individual	\$67,850
<input type="checkbox"/>	6 Individual	\$72,850
<input type="checkbox"/>	7 Individual	\$77,900
<input type="checkbox"/>	8 Individual	\$82,900

If the business is owned by more than one Section 3 resident, each should submit a separate Resident Business Owner – Form A. List each owner below:

Please list additional Section 3 Resident owners of the business below:

Name	Position	% Percentage of Ownership

I certify that I am a resident of Sangamon County and my total household income last year was not more than the amount shown above for my family size. I further certify the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Person, Firm, or Corporation

Printed Name

Title

Authorized Signature

Date



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

**SECTION 3 BUSINESS CONCERN
30% + Workforce – Form B**

A business can be certified as a Section 3 Business Concern if at least 30% of its permanent, full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of the first employment with the business. For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for all permanent fulltime employees. Copy this form if necessary.

Number of Section 3 Residents:				
Section 3 % of Total Workforce:				
List All Employees	Date Hired	*Section 3 Resident	Job Title/Trade	Salary Range
Name: Address: City/Zip		<input type="checkbox"/>		
Name: Address: City/Zip		<input type="checkbox"/>		
Name: Address: City/Zip		<input type="checkbox"/>		
Name: Address: City/Zip		<input type="checkbox"/>		
Name: Address: City/Zip		<input type="checkbox"/>		
Total Number of Employees:	Full-Time:	Part-Time:		

*All identified Section 3 residents listed above are required to complete a Section 3 Resident Self Certification form.

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Person, Firm, or Corporation

Printed Name

Signature

Title

Date



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

SECTION 3 BUSINESS CONCERN Subcontractor Awarded – Form C

A business can be certified as a Section 3 Business Concern if the firm makes a commitment to subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to be awarded to: A) Section 3 Resident Owned Businesses; or B) Businesses for which 30% or more of their permanent full-time workforce is comprised of Section 3 Residents.

List all work performed by Section 3 Business Concerns:

Name of Business	Qualifying Conditions	Projected Subcontract Estimate
	<input type="checkbox"/> Section 3 Resident Owned <input type="checkbox"/> 30% Section 3 Resident	
	<input type="checkbox"/> Section 3 Resident Owned <input type="checkbox"/> 30% Section 3 Resident	
	<input type="checkbox"/> Section 3 Resident Owned <input type="checkbox"/> 30% Section 3 Resident	
	<input type="checkbox"/> Section 3 Resident Owned <input type="checkbox"/> 30% Section 3 Resident	
	<input type="checkbox"/> Section 3 Resident Owned <input type="checkbox"/> 30% Section 3 Resident	

All identified Section 3 Business Concerns listed above are required to complete a Section 3 Self Certification Application and Form A or B as applicable to subcontractor. Required documents should be attached to this form.

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 business concern.

Person, Firm, or Corporation

Printed Name

Authorized Signature

Title

Date



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

Workforce – Form D

You must provide the following information for all permanent fulltime employees.
Copy this form if necessary.

List All Employees	Date Hired	Job Title/Trade	Salary Range
Name: Address: City/Zip			
Name: Address: City/Zip			
Name: Address: City/Zip			
Name: Address: City/Zip			
Name: Address: City/Zip			
Name: Address: City/Zip			
Name: Address: City/Zip			
Name: Address: City/Zip			
Total Number of Employees:	Full-Time:	Part-time:	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Person, Firm, or Corporation

Printed Name

Authorized Signature

Title

Date



Springfield Housing Authority

200 North Eleventh Street
Springfield, IL 62703

SECTION 3 PREFERENCE INCOME VERIFICATION FORM

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

CERTIFICATION FOR SECTION 3 RESIDENT

I, _____, am a legal resident of Sangamon County and qualify as a Section 3 Resident because I meet the income guidelines for a low or very-low income person as outlined in the Area Median Income Limit Chart below.

AREA MEDIAN HOUSEHOLD INCOME LIMITS FOR SANGAMON COUNTY (EFFECTIVE APRIL 1, 2018)

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Low Income (80%)	\$44,000	\$50,250	\$56,550	\$62,800	\$67,850	\$72,850	\$77,900	\$82,900

My permanent address is: _____

Phone Number: _____ Email Address: _____

Number of individuals living in my household: _____

My total annual household income for the previous calendar year is: \$ _____

I have attached following documentation as evidence of my status:

_____ Copy of current W-2 documents or copy of my current personal taxes

And any two the following:

_____ Proof of participation in a federal, state or local public assistance program

_____ Proof of public assistance (i.e., TANF, Food Stamps, Medicaid)

_____ Proof of Public Housing Assistance (PHA) Lease or Section 8 HCV Lease



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

Workforce Projection

All Applicants Must Complete This Form

Job Category	Total Estimated Positions Needed for Project	Number of Positions Held by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Held by Section 3 Residents
Supervisor				
Professional				
Technical				
Office/Clerical				
Other				
Trade:				
Journeyman				
Apprentice				
Trainee				
Unskilled				
Trade:				
Journeyman				
Apprentice				
Trainee				
Unskilled				
Trade:				
Journeyman				
Apprentice				
Trainee				
Unskilled				

If necessary, please feel free to make additional copies for other trade categories.

Person, Firm, or Corporation

Printed Name

Title

Authorized Signature

Date



**Springfield Housing
Authority**

200 North 11th Street
Springfield, IL 62703

I certify that my answers are true and complete to the best of my knowledge.

Affidavit:

I declare and affirm penalty of prosecution for perjury that the statements made in this application and attached documents are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Company name

(Corporate Seal)

Signature of authorized representative

Typed or printed name of authorized representative

Official title

Date

Signed, sealed and delivered in the presence of:

Notary Public

_____, County, Sangamon.

My Commission Expires: _____



Springfield Housing Authority

200 North 11th Street
Springfield, IL 62703

SPRINGFIELD HOUSING AUTHORITY SECTION 3 CLAUSE

- 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 135, 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 135 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 worker's 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F.** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The undersigned agrees to comply with the Section 3 Guidelines as referenced by HUD regulations in 24 CFR part 135 as amended.

Person, Firm, or Corporation

Printed Name

Authorized Signature

Title

Date

HOLD HARMLESS AGREEMENT FOR GENERAL CONTRACTOR AND SUBCONTRACTOR

“The contractor shall indemnify and hold harmless the Springfield Housing Authority and its employees from and against all claims for personal injury or property damage, including claims against the Springfield Housing Authority, its agents or servants, arising out of or caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone of whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, for any and all losses and expenses, including attorney fees, that may be incurred by the Springfield Housing Authority defending such claim, arising out of or resulting from the performance of the work. In any and all claims against the Springfield Housing Authority, or any of its agents or servants, by an employee of contractor, subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or subcontractor under Workers Compensation Acts, Disability Acts, or their Employee Benefits Act.

I _____, representing _____

by my signature acknowledge that I have read and understand the Hold Harmless Agreement and indemnify the Springfield Housing Authority. This agreement becomes a part of the contract.

By _____ Date _____

Title _____

Company _____

Address _____



SPRINGFIELD HOUSING AUTHORITY
SPECIAL CONTRACT REQUIREMENTS

- A. Sub-contracting with small businesses, small disadvantaged businesses and women owned small businesses and labor surplus area firms.

The prime contractor shall make good faith efforts to ensure that whenever possible, subcontracts are awarded to small businesses, small disadvantaged businesses and women owned small business firms. Good faith efforts include, but are not limited to:

1. Establish goals for small businesses, small disadvantaged businesses, and women owned small businesses.
2. Place qualified small businesses, small disadvantaged businesses, and women owned small businesses on solicitation lists.
3. Ensure small businesses, small disadvantaged businesses, and women owned small businesses are solicited whenever there are potential contract opportunities.
4. Divide total requirements when economically feasible, into smaller requirements to permit maximum participation by small businesses, small disadvantaged businesses, and Women owned small businesses.
5. Use the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency and the U.S. Department of Commerce, and state and local government agencies to identify small business, small disadvantaged businesses, and women owned small businesses to participate in the Springfield Housing Authority's contracts and procurement.

Prime contractors responding to this solicitation are required to submit a proposed subcontracting plan and to submit subcontracting performance reports to the Authority on a periodic bases after the award of contract.

Person, Firm or Corporation

Authorized Signature

Title

Date



**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**INFORMATIONAL FORMS
THAT BECOME A PART
OF THE CONTRACT**

**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

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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 or 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 —

Springfield Housing Authority
Director Jackie Newman
200 N. 11th Street
Springfield, IL 62703
217-753-5757

[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, accept 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~~ \$100,000)

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. 1/31/2017)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

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 by the PHA in completing the work.

- (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) If any 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 furnishing 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.
- (f) 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 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, 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 135 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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.

(l) **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.

GENERAL INSTRUCTIONS AND PROCEDURES

GENERAL REQUIREMENTS

1. GENERAL

A. SUMMARY

These project requirements are supplemental to the General Conditions and Supplementary Conditions and are to be considered part of each Division of these specifications to which they are applicable as though they were incorporated therein verbatim.

B. COMMUNICATIONS

1. Notices, demands, requests, instructions, approvals, proposals, claim etc. must be in writing.
2. Any notice to or demand upon the Contractor will be considered sufficiently given if delivered at the office of the Contractor or at such other office as he/she may from time to time designate in writing to the SHA. Deposit in the United States mail in a sealed, postage prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.
3. All letters or documents required to be delivered to the SHA or their representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Officer at the SHA office. Any notice to or demand upon the SHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed postage prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to said Contract Officer at such address or to such other representatives of the SHA or such other address as the SHA may subsequently specify in writing to the Contractor for such purposes.
4. Any such notice shall be deemed to have given as of the time of actual delivery or in the case of mailing, when the same should have been received in due course of post or in the case of telegrams at the time of actual receipt.

C. TEMPORARY FACILITIES

1. Provide any temporary facilities as required by federal, state or local codes or ordinances with the following paragraphs considered as minimum requirements.
2. Protections: Provide and maintain proper lights, signs, temporary doors, etc., as necessary to protect property tenants and public from construction operations both day and night.

3. Existing site(s) and/or structures may be used for storage of materials if approved by the owner. Lacking such approval, the contractor(s) must provide their own storage facilities. Protect all stored materials from the elements and from theft and damage during construction operations.
4. Fire protection: General contractor to provide and maintain in working order, on 10 lb. chemical fire extinguisher at work area and one at construction office area.
5. General Contractor will provide temporary construction locks at rear entrance doors as approved by owner. Existing locks shall be removed, sorted and reinstalled at same location at completion of project.

D. GUARANTEES, BONDS

Deliver written guarantees bonds and maintenance manuals specified. Such guarantees, bonds and manuals to be delivered before final inspection and are considered a prerequisite to final payment. Period covered by bonds and guarantees to commence with date of final acceptance or by authorized start-up of mechanical equipment when use by owner of said equipment begins.

E. CLEANUP

1. General Cleaning: Each contractor will remove his rubbish and debris immediately upon collection. General Contractor is responsible for ensuring that each work site is kept in an orderly manner.
2. Final Cleaning: Each contractor to perform thorough cleaning, sweeping, washing and polishing of equipment, materials and finishes provided by him and leave such finished work, equipment and finishes to satisfaction of Owner. General Contractor is responsible for ensuring that all final cleaning is done to Owners approval.

F. UTILITY CHARGES

Contractor may use utilities paid for by Owner at each site if available. If not available, the General Contractor is responsible for providing their own electrical, heat and water.

G. PERMITS AND FEES

1. The General Contractor is responsible for ensuring that all permits and fees required by the State of Illinois, County of Sangamon, City of Springfield are acquired and prominently displayed for all work required.
2. It is the Contractors responsibility to request inspections by the required inspection agencies.
3. Cost of all permits and fees are to be included in the base bid.

H. MATERIALS

Materials noted on drawings or specified herein for replacement shall be new.

I. PARTIAL OCCUPANCY

1. The SHA may accept any part or portion of the project if there has been such a degree of completion as will, in its opinion, make such part reasonably safe, fit and convenient for use and accommodation for which it was intended.
2. It is the intention of the SHA to accept not less than a satisfactorily complete whole building.

J. COMPLIANCE WITH STANDARDS, CODES, ETC.

1. Work must comply with prevailing local codes and general specifications of the SHA and HUD.
2. If during bid invitation walk through or during performance of contract work, additional code violations are identified, the contractor will notify the Owner immediately.

K. WORKMANSHIP

1. It will be expected that workmanship will be of "first class" for the trades involved. The determination as to the acceptance of workmanship, materials, finishes, etc., will be at the discretion of the Owner, Owner's Representative, Federal, State or City Inspectors and all agencies having jurisdiction over this project.
2. Work and workmanship will conform to and meet all ordinances, rules and regulations governing this project including Local, State and Federal regulations and standards.

L. COMPLETE WORK INTENDED

1. The intent of the contract documents is to include all items necessary for proper execution and completion of work.
2. Contract documents are complementary and what is required by any one is binding as if required by all.
3. Work not covered by contract documents will be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.

M. DISCREPANCIES, CONFLICTS

Where discrepancies or conflicts occur between various contract documents, the following will be the order of precedence in resolving the discrepancy.

- a. Construction Contract
- b. Special Conditions
- c. Federal Labor Standards

- d. General Conditions
- e. Technical Specifications
- f. Approved shop drawings
- g. Architects Supplemental drawings
- h. Drawings at large scale (i.e., item shown largest)
- i. Drawings at small scale (i.e., items shown smallest)
- j. Dimensions and numbers shown on drawings
- k. Words on drawings
- l. Scaled measurements from drawings

N. MANUFACTURER'S PRINTED INSTRUCTIONS

1. Unless otherwise called for, equipment and materials are to be installed in accordance with current manufacturer's printed instructions as they occur, either attached to the product or separately printed.
2. Said manufacturer's printed instructions are to be kept and filed at the project site. The Contractor will obtain and present any and all such printed directions upon request by Owner and Owner's representatives.

O. PROCEED ORDER AND CHANGE ORDER SUBMISSIONS

1. Submissions may be for completion time extension, contract cost adjustment or a combination thereof.
2. Submission shall be in the form designated by the Owner and/or on forms provided by Owner. The Contractor will prepare all forms specified herein for Change Order submittal for approval.
3. Changes affecting either the completion time or contract cost or both must be submitted as a change order.
4. Submittal must be itemized as follows:
 - a. Materials & labor itemized separately - overhead & profit itemized separately
 - b. Request to clearly state reason for change order request.

P. DEFINITIONS

1. This paragraph describes and gives definitions to the extent of restoration, remodeling, replacement, repair, etc., of the rehabilitation work of this project.
2. Where the phrases "remove" and "replace" is specified, new materials are to be installed.
3. The following definitions to words and phrases contained in plan notations or in technical specifications are to be considered minimum interpretations but in no way relieve the contractor from any incidental or required work and are to meet the "first class workmanship" requirements or to meet applicable codes, ordinances and regulations.

“Provide” The word provide means to furnish and install complete and functioning.

“Clean” The word clean means to remove all dirt, grease, stains, mars discoloration, etc., in a manner to bring such surfaces or materials to a near new or clean condition.

“Patch” The word patch means to restore material or surface to a condition matching acceptable finish of balance of similar material or surfaces.

“Rebuild” The word rebuild, means to reconstruct and restore or otherwise rework said item to a like new or acceptable condition or finish.

“Refinish” The words refinish, means to restore finish to a like new condition or acceptable matching conditions and finish.

“Repair” The word repair may include the patching, painting, refinishing, replacement or parts or the whole as described by the work.

“Replace” The word replace includes the removal of existing item, cutting, patching, clocking, supports, fastenings, etc., as required for a replacement item.

“Remove” The word remove means to carefully remove said item with due respect for remaining adjacent materials and finishes including safe and proper disconnection of mechanical and electrical items.

“Reuse” The word reuse, means to replace or place existing material equipment where indicated in an acceptable manner. If relocation is involved, all patching and refinishing of surfaces is to be included.

SAMPLE

NOTICE OF AWARD

00/00/0000

ABC Contractor, Inc.

1234 Anywhere St.

Anywhere, USA

RE: Project

Dear Mr/Ms :

The Springfield Housing Authority solicited bids for PROJECT. Bids were opened on 00/00/0000 and after careful review, it was determined that your company was the lowest most responsive bidder. The bid amount submitted was \$ 0000000.00.

A meeting will be held on 00/00/000 at 0:00 PM, at SHA, 1910 Truman Road, Springfield, to sign contract documents. Enclosed are the following documents that must be completed and submitted at the conference. Please feel free to call should you have any questions while completing the forms.

1. HUD Form 51000, Schedule of Amount of Contract Payments, (Schedule of Values)
2. HUD Form 5372, Construction Progress Schedule
3. Request for Acceptance of Subcontractors
4. Authorization to Sign for Contractor Form
5. Certificate of Insurance issued to Springfield Housing Authority as the certificate holder with a cancellation clause of thirty (30) days notice. This certificate must be submitted on the insurer's standard form.
6. Performance/Payment Bond for 100% of the project amount; or an irrevocable letter of credit for 25% of contract; or a cash escrow for 20% of the contract.

A "Notice to Proceed" will be issued after all the contract documents have been signed and approved. Submission of your schedule of work will be required within ten (10) days of the issuance of the "Notice to Proceed". Please begin the process of obtaining required permits.

The Modernization and Development staff looks forward to working with your company and the success of this project. If you have any questions, please contact our office at 753-5757 ext. 311.

Sincerely,

SPRINGFIELD HOUSING AUTHORITY

Jennifer Klein
Contract Administrator

CC: file

SAMPLE

CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year 20____ by
The Springfield Housing Authority and between _____ a
Corporation organized and existing under the Laws of the State of _____, a Partnership
consisting of _____ or Individual trading as _____ hereinafter
called the "Contractor", and the Springfield Housing Authority, hereinafter called the "Local Authority".

WITNESSETH, that the "Contractor", and the Springfield Housing Authority, hereinafter called the "Local Authority".

ARTICLE 1. STATEMENT OF WORK: The contractor shall furnish all labor, material, equipment and service, and perform and complete all work required in strict accordance with the bidding documents of:

and, Addenda thereto numbered ___ dated _____ and ___ dated _____, the Drawings referred to therein, all as prepared by The Springfield Housing Authority, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part thereof.

ARTICLE 2. THE CONTRACT PRICE: The Local Authority shall pay the Contractor for the performance of the Contract, in current funds subject to additions and deductions as provided in the Specifications, the sum of _____ (\$).

ARTICLE 3. CONTRACT DOCUMENTS: The Contract shall consist of the following component parts:

- a. This Instrument
- b. Instruction to Bidders - Document HUD 5369
- c. General Conditions - Document HUD 5370
- d. Technical Specifications
- e. Bid Specifications and Contract Compliance Attachments per IFB #

This Instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. In the event that any provision in any component part of this Contract conflicts with any provisions of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

The various provisions in addenda shall be construed in the order or preference of the component part of the Contract which each modifies.

SAMPLE

CONTRACT
PAGE 2

ARTICLE 4. CONTRACT TIME: The Contractor shall complete all the work required by the contract within 60 consecutive days from the date of Notice to Proceed.

ARTICLE 5. LIQUIDATED DAMAGES: when the Contractor fails to substantially complete the work within the contract time he/she shall pay the Springfield Housing Authority One Hundred dollars --- no/100 (\$100.00) for each calendar day completion is delayed beyond the contract time, including such extensions SHA may grant in accordance with the General Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in five (5) original counterparts as of the day and year first above written.

ATTEST:

(Contractor)

By: _____

Title: _____

Business Address:

Street _____

City/State _____

Springfield Housing Authority
(Local Authority)

By: _____

Title: Executive Director

Business Address:

200 N. 11th Street

City/State: Springfield IL 62703

(Print or type the names beneath all signatures)

SAMPLE

AUTHORIZATION TO SIGN FOR CONTRACTOR

Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; and as _____ I am authorized to sign this Contract on behalf of said corporation by authority of its governing body, and am within the scope of its corporate powers.

Signature

(Corporate Seal)

I, Notary Public, in and for the State of Illinois, CERTIFY that _____ is personally know to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument. Further, he/she appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

Notary Public

(Notary Stamp)

(Print or type the names beneath all signatures.)

SAMPLE

NOTICE TO PROCEED

CONTRACTOR:

ABC Contracting, Inc
1234 Anywhere Lane
Anywhere, USA

Date 00/00/0000
Project No. 111
Location: Anyplace

Sir/Madame:

Pursuant to the terms of the attached contract, you are hereby notified to commence work on the aforementioned project number and location at the start of business on 00/00/0000. The time for completion, including the starting day, as established by the contract, is 00/00/0000. It is the responsibility of the contractor to meet the schedule as set forth and in accordance with the terms and conditions of the contract. Failure to comply with the schedule will result in the enforcement of the liquidated damages stated in the contract.

Please note carefully and fulfill the requirements of the contract regarding the submittal and approval of the Insurance requirements by 00/00/0000.

The contractor shall also contact the Contract Administrator in writing within five (5) days prior to mobilization on the project and/or by 00/00/0000 to enable the Springfield Housing Authority to coordinate this work with others.

The contractor shall within ten (10) days after receipt of this notice and/or by 00/00/0000 send to the Contract Administrator copies of all required permits for work to be performed under this contract. Failure to comply with these instructions shall constitute a breach of contract.

Your cooperation on this contract to its conclusion is of the utmost importance to the Springfield Housing Authority.

Sincerely,
SPRINGFIELD HOUSING AUTHORITY

Jennifer Klein
Contract Administrator

cc: Contract File