

**Project Manual And
Technical Specifications For
COMPREHENSIVE RENOVATIONS**

**At
1336 Avondale, Toledo, Ohio**

IFB# 20-LHSC004

**Lucas Housing Services Corporation
201 Belmont Avenue
Toledo, OH 43604**

Date of Spec: February 23, 2020

Release Date: March 4, 2020

Walk-Thru: March 10, 2020 from 1:00 PM to 2:00 PM

Bid Due Date: March 20, 2020 @ 3:00 PM

For Questions Regarding This Project Call ↓

Tiffanie McNair

Community
Development Program
Manager

201 Belmont Street
Toledo, OH 43604
Phone (419) 461-0976

LUCAS HOUSING SERVICES CORPORATION

Comprehensive Renovations at IFB#20-LHSC004

INVITATION FOR BIDS SUMMARY

Lucas Housing Services Corporation (LHSC) is seeking sealed bids for comprehensive renovations from qualified general contractors for work at 1336 Avondale, Toledo, Ohio.

LHSC is soliciting contractors for this project by invitation only with the goal of having a minimum of three (3) responsive and responsible bidders.

A pre-bid meeting and site walk-through shall be held on **March 10, 2020 from 1:00 PM to 2:00 PM** at the above listed project address. **Please note that this is a vacant home.**

GENERAL INFORMATION

1.0 SUBMISSION INSTRUCTIONS

LHSC will receive sealed bids at Lucas Metropolitan Housing Authority's corporate office located at **435 Nebraska Ave, Toledo, OH 43604** – Attn: Sherry Tobin, Manager of Procurement and Contracts. Sealed Bids are due by **3:00 PM ET on March 20, 2020**. Bids will be opened at the McClinton Nunn Community room, 425 Nebraska Ave, Toledo, OH 43604, at 3:05 PM ET.

Any requests for Interpretations must be submitted in writing (email is acceptable – Sherry Tobin at stobin@lucasmha.org by 12:00 pm on March 12, 2020.

LHSC reserves the right to reject any or all bids, or to waive any informality in the bidding. No bids shall be withdrawn for a period of ninety (90) days subsequent to the opening of the bids.

- 1.1** Contractors will submit 1 original “hard copy” bid in a sealed envelope to the address indicated above, to be date and time-stamped by the Housing Authority. An electronic copy of the bid is to be furnished upon request.
 - 1.2** The bid format and required attachments can be found in Section 4.0.
 - 1.3** Contractors are to submit a “Notice of Intent to Submit a Bid” to procurement@lucasmha.org, no later than March 18, 2020.
 - 1.4** The funding source will require the following: There is **NO** bonding requirement for bids over \$50,000. The project will **NOT** be subject to Section 3 requirements and Davis Bacon wages will **NOT** apply.
 - 1.5** Builders Risk insurance on the project during the renovation period is **NOT** required.
 - 1.6** This is a time-sensitive project. The project must be completed within **60 days** of the receipt of the purchase order. The Contractor will be issued a “Notice of Intent to Award” Notice, and then, depending on whether the approval from the Board of Trustees is required, the Contractor will be issued a contract with a Notice to Proceed. A purchase order shall be issued shortly afterward.
 - 1.6.1** If the Contractor fails to complete the work within the time specified in the
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contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to LHSC as liquid damages, the sum of \$100.00 for each day of delay. If LHSC terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned LHSC in completing the work. If LHSC does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed and accepted.

- 1.7** All bidders shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each bidder must ensure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, handicap, age, ancestry, creed, or military status.

2.0 BID SUBMITTAL SCHEDULE

2.1 Bid Submittal Requirements

2.1.1 The following Documents **must be completed in their entirety and submitted with the Bid Form.** Failure to submit or fully execute any of these required documents may result in disqualification:

- a. Bid Breakdown Sheet By Division – Contractor is required to bid on all items on the Bid Form (the Respec Form)
- b. Subcontractor Listing – Complete and accurate listing of all subcontracted labor to be contracted with for this project including contract amounts.
- c. Start and Completion information – schedule will be critical and a determining factor in the award.
- d. Contractor/Vendor Registration Form – note: a W-9 and insurance can be submitted at a later date (upon award).
- e. Non-Collusive Affidavit – Contractor shall be required to submit this notarized form.
- f. Contractor's Certification Concerning EEO – Contractor shall be required to submit this notarized form.
- g. Copy of Home Remodelers License
- h. HUD 5369-A Representations, Certifications & Other Statements of Bidders

2.1.2 Submission Package Markings. The package exterior must clearly denote the above **noted IFB number, name of the project** and must have the **bidder's name and return address.**

2.1.3 Upon determination and request, the Successful bidder must also provide LHSC with:

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- i. Qualifications (to include copies of necessary certifications/licenses) and licenses of any subcontractors
- j. Current copy of an Ohio Workers’ Compensation Certificate
- k. Current copy of general liability insurance certificate **naming LHSC as an additional insured**, which shall be made “primary” to LHSC’s general liability policy,
- l. Copy of W-9 form
- m. Names, addresses and contact information for at least 2 references
- n. Subcontractor Submittal including subcontractor’s insurance
- o. Statement of Assurance

- **NOTE:** Bidders do not have to submit any of the above by the submission deadline.
- LHSC reserves the right to request additional information as needed.

2.1.4 At completion of project contractor shall complete the following form:

- Contractor Release
- Closeout documents (warranty, product data sheets, final permits, certificate of occupancy, and Final Lien Waivers)

2.2 Contract Award. The contract award will be made to the lowest and most responsive and responsible bidder whose bid is most advantageous to LHSC, considering price, qualifications, subcontractors and schedule. A recommendation for award will be submitted to the LHSC Board of Trustees for authorization to award and proceed. This solicitation may be cancelled and all bids that have already been received may be rejected if the services are no longer required or the price exceeds available funds and for good cause when it is in the best interest of LHSC.

2.3 Ties. In the case of a tie bid, 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.”

3.0 APPLICABLE DOCUMENTS

The following documents are hereby attached to this bid package, and the ones marked “return” must be submitted with your bid:

[Table 1]

<u>Document #</u>	<u>Attachments and Inclusions</u>
1	Bid Form, Scope & Pricing (Respec work write up) return
2	Starting and Completion Information return
3	Vendor Registration Form return
4	Non-Collusive Affidavit return
5	Contractor’s certification concerning EEO return
6	HUD 5369-A Representations, Certifications & Other Statements of Bidders return

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7	Subcontractor List	return
7	HUD 5369 Instructions to Bidders & Supplements	
8	HUD 5370EZ General Conditions & Supplements	
9	Statement of Assurance	return upon award
10	Subcontractor Submittal	return upon award
11	Contractor Release	return upon award

4.0 REQUIRED SUBMITTALS FOR THE BID

Please prepare and submit your bid in the following order:

5.0

		Description
		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline, in the following order
	1	Bid Form, Scope & Pricing (Respec work sheet)
	2	Starting and Completion Information
	3	Copy of your Home Remodelers license
	4	Original Bid Bond (only if applicable)
	5	Vendor Registration Form
	6	Non-Collusive Affidavit
	7	Contractor's certification concerning EEO
	8	Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs. This Form is attached hereto as Attachment B-1 to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
	9	Subcontractor list

General Information & Requirements

5.1 Contract Period. The contract period will be determined upon award. The project must be completed within **60 days** of the receipt of the purchase order.

5.2 Invoicing. The offeror(s) can claim payment only for services provided, in amount determined by contract pricing. No advance payment will be made. Payment by LHSC is made within 30 days of receipt of invoices and any required documentation.

5.2.1 Additionally, all invoices require electronic submittals for approval. Please adhere to the below submission procedure.

Go to our website – www.lucasmha.org , select “Business Partners” at the top, *Doing Business with LMHA*. The first menu item is Vendor Invoice Submission, click on ‘Vendor Invoice Submission Portal’, and fill out the cover sheet. Attach your

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invoice to the cover sheet. Make sure that you have a purchase order number.

5.2.2 A partial Waiver of Lien is to be furnished with all Progress Pay Applications, and a Full Waiver of Lien is required at the end of the Project.

5.2.3 A retainage of ten (10) percent shall be held on each progress payment for all Labor, Materials and Equipment.

5.3 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.

5.4 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

5.5 Time. Work hours are to be Monday to Friday, from 8:30 am to 5:00 pm.

5.6 Taxes: All materials and labor that ultimately become a part of the completed structure or improvement that constitutes the Project will be exempt from State Sales Tax as provided in Section 5739.02, ORC, and State Use Tax as provided in Section 5741.01, ORC. The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State Sales Tax and State Use Tax.

5.7 Lead Based Paint Policy: Contractors shall comply with the Lead-Based Paint Poisoning Act (42 U.S.C. et seq.), and HUD implementing regulations (24 CFR 968.4(h) and (i), 968.5(g) and (h) and 968.9 (e).

5.8 No Smoking Policy: Smoking has been banned from all LHSC properties. Smoking shall only be allowed in designated areas or a minimum of 20 feet away from the building windows and doors.

5.9 Bonding: Not Applicable.

5.10 Assurance of Completion: Not Applicable.

6.0 Insurance Requirements. Prior to award (but not as a part of the bid submission) the Contractor will be required to provide:

6.1 Workers Compensation Insurance. An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services)

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

6.3 Automobile Insurance. An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

6.4 Builders Risk: Not applicable.

Lucas Housing Services Corporation

201 Belmont Ave.
Toledo, Ohio 43604

BID FORM

**RESPEC
Work Write-up**

Case Number:

BID TOTAL \$: _____

Property Information:

BID OPENING DATE **0**

**1336 Avondale
Toledo OH 43504-**

CONTRACTOR INFORMATION

Jurisdiction: Another County

Name: _____

Target Area: Broad-Powell

Address: _____

Census: 0

Owner:

**Lucas Housing Services Corp
201 Belmont
Toledo OH 43604-**

Phone: (41)924-2123

Voice: _____

Mobile:

Fax: _____

email: _____

Main Structure

Unit Info:

Single Family

Owner

Phone: Work Phone:

Exterior**Main Structure****Single Family****Roof****General Repairs**

1	0070010001	400 SF	1 Code violation	\$ _____
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Remove Roofing Front Garage Gable

Remove all roof covering include sheathing over front garage gable. Replacement sheathing install 15lb felt, new aluminum drip edge on rake and eaves, sidewalls as needed to code. Install self-sealing 30yr, minimum, "Architectural" style shingles, in color of owners choice, to code.

2	0070010003	13 SF	1 Code violation	\$ _____
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Install Shingles

Install new 1-1/2" (min.) aluminum drip edge at rake and eaves. Remove and install new boot flashing an vent stack. remove old and install new kick flashing on sidewalls as needed, metal flashing and counter flashing on chimney and along vertical walls to code. Provide ridge vent and soffit vents as needed for proper ventilation. Install self sealing 30 yr (min.) architectural style shingles. *** Color to match existing*** Install using roofing nail fasteners of sufficient size to insure a minimum of 1/4" of the fasteners completely penetrates roof sheathing.

Install all roofing materials according to manufacturers recommendations. Remove any mounted wires or devices from roof tops or fascia. Seal all holes with silicone sealant. Seal any holes left in fascia with silicone sealant.

*** Provide Warranty, if available.

3	0070030010	4 Ea	10 Replace Item	\$ _____
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Splashblocks

Install precast concrete splash blocks pitch away from house.

4	0070030005	60 LF	10 Replace Item	\$ _____
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Install New Downspouts

Install new downspouts use baked enamel, aluminum; joints shall be male to female from gutter down to splash block. Screw or rivet all joints.

Total for: Roof				\$ _____
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Sidewalls**General Repairs**

5	0010090002	2 EA	1 Code violation	\$ _____
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Install Two Exterior Doors

Remove and dispose of front and rear existing exterior door system and install new pre-hung metal clad exterior door. Include lock set, dead bolt, doorstop, trim for all sides, lite panel of owners choice and any needed framing and/or wall repairs. Fill nail holes flush, insulate space between jamb and framing, caulk seams as needed, prime bare wood and apply two coats of semi-gloss latex white enamel paint.

6	0100020004	2 EA	5 Improvement	\$ _____
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Paint Front and Rear Doors

Clean and scrape all surfaces. Prime scraped areas and allow to drv. Apply two coats oil-based paint.

7	001009	2 Ea	1 Code violation	\$
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Security Storm Doors

Provide and install White Larson Garden View model #92021032 (or equal) security storm door. Swing to complement exterior door. Include all hardware, lock set and dead bolt keyed to match exterior door, closer, wind chain, trim for all sides and any needed framing and/or wall repair. caulk all seams as needed with white flexible silicone sealant.

8	0010050006	1 All	11 Repair Item	\$
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Replace Damaged Vinyl Siding

Replace damaged siding on rear East corner one 10 foot section needed with new to match existing. Also, re-attach outside corner.

9	0010100001	13 EA	1 Code violation	\$
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Replace All Double Hung Windows

Install new rigid vinyl window with insulated glass and welded frame made to fit opening. Include tilt in upper and lower sashes and half screen. Finish interior trim to owners choice and wrap all damaged exterior trim with custom bent aluminum. Caulk interior and exterior for a weather tight installation.

Windows must have Energy Star rating for Region 5 per code.

10	0080020031	1 All	11 Repair Item	\$
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Power Wash Exterior Vinyl Siding

Power wash house exterior siding.

11	0110040003	1 All	10 Replace Item	\$
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Replace Exterior Light Fixtures

Replace existing Exterior Front porch, over garage and rear light fixtures with new unit to code. Consult home owner for choices, \$50 allowance.

12	0110040005	1 Ea	12 Install Item	\$
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Install Wireless Doorbell

Install front wireless doorbell, Nutone or approved equal.

13	0010080015	1 Ea	12 Install Item	\$
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Replace Mailbox And House Numbers -

Install new mailbox (\$45.00 Allowance to purchase).

Total for: Sidewalls				\$
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Front Porch**General**

14	0010070021	1 All	10 Replace Item	\$
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Repair Wood Porch Railings and posts

Remove all defective materials and replace with new to match existing.

Replace damaged support post base trim.

15	0100020005	1 All	10 Replace Item	\$ _____
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Paint Wood Porch Railings and Posts

Clean and scrape all surfaces. Prime scraped areas and allow to dry. Apply two coats latex house paint.

Total for: Front Porch			\$ _____
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Erect Rear Deck

General

16	0010070001	48 SF	1 Code violation	\$ _____
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Install Erect Porch Decking

Exiting rear door prepare site to erect a 8' x 6' treated wood deck to code. Entering deck from rear door, build one step and second step to rear yard.

Total for: Erect Rear Deck			\$ _____
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Site

General Repairs

17	01200501	1 Ea	12 Install Item	\$ _____
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Pour A/C Condensing Unit Pad

Provide 40" x 40" x 4" concrete pad for A/C condenser on a clean and properly compacted sub base to eliminate settling. Backfill, grade, and reseed surrounding areas as required sfter replacement.

Coordinate location with HAVC Contractor.

18	0080020008	1 All	5 Improvement	\$ _____
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Remove Tree Stumps

Remove three trees two in front yard and one large on left side yard to include clean up, soil backfill and seeding.

Total for: Site			\$ _____
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Garage

General

19	0010090038	1 EA	10 Replace Item	\$ _____
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Install Overhead Garage Door-1 Car

Install overhead insulated type with galvanized hardware, torsion or extension springs and sectioned door. Owner to have input on color and style of door.

Verify size before ordering.

20	0110040015	1 EA	10 Replace Item	\$ _____
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Install Garage Door Opener

Install 1/2 HP over head door opener. Include two remotes, wall control, all wiring and equipment to code.

21	0010040005	1 All	1 Code violation	\$ _____
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Install New Steps to Garage

Install two step riser using 5/4" boards entering garage from kitchen to code.

22	0090010004	1 All	1 Code violation	\$ _____
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Replace Damaged Garage Drywall

Remove and dispose of existing garage ceiling drywall 12' x 10' down to bare framing. Make addition wall repairs on walls 16 SF pull all nails, repair framing as needed and install new 1/2" gypsum board across

framing member. Tape all joints and use corner bead on all outside corners. Finish with 3 coat process and apply roll coat of latex base primer. **Install new fiberglass insulation to code to match depth of ceiling joist to code**

Total for: Garage

\$ _____

Total for: Exterior

\$ _____

Interior

Main Structure

Single Family

Basement

General

23	0110010002	1 EA	1 Code violation	\$ _____
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Replace 100 amp Electrical Panel

All basement wiring has been removed. Install new electrical panel with new 100 amp, 3 wire, 24 spaced breaker panel to code. Replace all wiring to existing circuits, replace all receptacles, switches and covers. Install basement lights, make light bottom of step switched at entry door.

24	0130010002	1 All	1 Code violation	\$ _____
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Repair Water Lines

Basement PEX water lines have been removed. Replace all missing PEX lines to code. Include stops and supply lines at all fixtures, dish washer supply line, washer hookup and two frost free silcocks front and rear with shut offs. Relocate water lines as needed to code.

25	0120010001	1 EA	1 Code violation	\$ _____
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Install 90% Efficiency Power Vented Furnace

Install a new properly sized, 90+% Power Vented AFUE, ENERGY STAR rated furnace and digital thermostat including any needed ductwork and main disconnect to code.

Inspect exposed duct work and seal any joints or other leaks in supply or return ducts.

Replace all heat and return air registers.

26	0120050002	1 EA	1 Code violation	\$ _____
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Install Central Air Conditioning System

Install new central air conditioning system sized to code by a licensed HVAC contractor. Include all equipment and wiring for complete installation to code.

27	0130020015	1 ALL	11 Repair Item	\$ _____
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Provide Sewer Cleanout

Provide complete professional cleaning of main sewer line in home. Remove all roots and obstructions from sewer line to ensure free flow of sewage into city main sewage lines.

28	0130060002	1 EA	1 Code violation	\$ _____
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Install Power Vent Water Heater

Install new 40 gallon, Power Vent Gass Hot Water Heater to code.

29	0120030010	1 EA	12 Install Item	\$ _____
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Install Dryer Vent Duct and Termination Cap

Install new rigid 4" dryer vent duct work and termination cap with critter guard to code.

30	0110040003	5 EA	10 Replace Item	\$ _____
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Replace Ceiling Light Fixture

Replace existing interior light fixture in all bedrooms, 2nd floor hallway with new unit to code. Consult home owner for choices, \$50 allowance.

Total for: Basement	\$ _____
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Interior Door Replacement**General**

31	0010080001	13 All	10 Replace Item	\$ _____
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Replace All Interior Doors

Replace all interior doors with primed textured molded composite MDF prehung doors. Install new PVE door casing on both sides. Install new entry sets and door stops.

Total for: Interior Door Replacement	\$ _____
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Living Room**General**

32	0090010004	32 SF	11 Repair Item	\$ _____
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Replace Damaged Living Room Drywall

Remove and dispose of existing materials down to bare framing. Pull all nails, repair framing as needed and install new insulation and new 1/2" gypsum board across framing member. Tape all joints and use corner bead on all outside corners. Finish with 3 coat process and apply roll coat of latex base primer.

33	0030010007	280 SF	10 Replace Item	\$ _____
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Install Carpet and Padding

Prepare floor to smooth and uniform surface, install 6lb. padding, tack strip and threshold strips as needed and new carpet per manufacturer's recommendation. \$3.50sf material allowance.

Contractor to verify measurements.

34	0110040001	2 EA	1 Code violation	\$ _____
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Replace Livingroom Ceiling Lights

Install new interior light fixture, bulbs and switch to code. \$50 allowance for unit. Consult owner on selections.

Total for: Living Room	\$ _____
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Kitchen**General**

35	0010090006	1 Ea	10 Replace Item	\$ _____
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Install Kitchen Garage Entry Door

Install kitchen Interior door into garage with new pre-hung metal clad exterior door. Include lock set, dead bolt, doorstop, trim for all sides, lite panel of owners choice and any needed framing and wall repairs.

Fill nail holes flush, caulk seams as needed.

36	0010030001	1 All	1 Code violation	\$ _____
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Install Base and Wall Cabinets

Replacing cabinets to original layout.

REAR DOOR

W2430	W2430	SB36	W1830
B-24	BD24		B-18

KITCHEN

B-18	RANGE	B24	F219 36
W1830	W3018	W2430	W3615

KITCHEN

1336 Avondale

Provide and install new mid-grade cabinetry with solid wood face frames, drawer fronts and doors. Cabinets are to be attached to studs and be level and plumb. Seal all holes and openings where pipes, wires and other materials may come through cabinet walls and/or floors.

- Install matching scribe moulding at vertical gaps between walls and cabinets.
- Install Matching toe kick and quarter round at horizontal gaps between floor and cabinets.
- Install metal pulls for doors and drawers. \$2.00 allowance per pull.

Cabinet layout on next page.

Base Cabinets:

- 2- 18" Base
- 1- 36" Sink Base
- 1- 24" Base Drawer
- 2- 24" Base

Wall Cabinets:

- 1-W 1830
- 3- W 2430
- 2- W 3018
- 1- W 3615

37	0010030010	24 LF	12 Install Item	\$ _____
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Install Countertop

Install post-form counter top with integral 4" back splash. Screw counter top through cabinet braces and use manufacturer's hardware for mitre joints. Caulk joint where back splash meets wall with paintable silicone caulk. Owners choice of standard in stock color.

38	001003 012	30 LF	12 Install Item	\$ _____
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Install Tile Back Splash

Install standard brand mosaic natural stone tile. tin set in light color mastic and groute, behind kitchen counter, range and sink. Include trim to finish exposed edges.

39	0130040011	1 EA	1 Code violation	\$ _____
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Install Kitchen Sink

Install new stainless steel double bowl sink with faucet assembly, trap, shut off valve, basket, and caulk seal at countertop.

40	0090010002	1 All	11 Repair Item	\$ _____
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Repair Drywall

Wall between kitchen and hall remove corner bead and install new, texture to match.

Total for: Kitchen \$ _____

1/2 Bath

General

41	0130040007	1 EA	1 Code violation	\$ _____
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Install Vanity w/Sink

Install (24") vanity with sink complete to code. Install mid range cabinet and preformed sink top. Include washerless faucet of brass construction, stopper, trap and caulk along backsplash.

42 0130040023 1 EA 1 Code violation \$ _____

Install Toilet

Install new toilet to code as per Performance Manual guidelines.(Manfield, Artisian,Kohler or approved equal)

43 0130050015 2 EA 1 Code violation \$ _____

Install Towel Bar

Install (2) new metal towel bar with brackets.

44 0130050019 1 EA 1 Code violation \$ _____

Install Toilet Paper Holder

Install new spring loaded toilet paper holder.

45 0130050021 1 EA 10 Replace Item \$ _____

Replace Medicine Cabinet

Install new 15" recessed wood medicine cabinet with adjustable shelves and mirror. (Material allowance on cabinet \$40.00).

46 0110040004 1 EA 10 Replace Item \$ _____

Replace Exhaust Fan

Install ceiling mounted exhaust fan that move 80 cfm minimum and is rated at 2 sones maximum. Duct fan to exterior to code. \$80.00 allowance for unit.

47 0090010002 1 All 11 Repair Item \$ _____

Repair Drywall

Cut out affected area square, install new material flush with existing surface, tape all joints and finish with 3 coat process.

Prepare surface with quality drywall prime coat ready for paint.

48 0130040004 1 EA 10 Replace Item \$ _____

Install New Wall Mirror

Install new 24" x 30" wall mirror above vanity.

49 0110040001 1 EA 10 Replace Item \$ _____

Install Light Fixture

Install new light fixture above wall mirror, bulbs and switch to code. \$50 allowance for unit. Consult owner on selections.

Total for: 1/2 Bath \$ _____

Floor Covering 1st Floor

General

50	0030010004	260 SF	12 Install Item	\$ _____
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Floor Covering 1st Floor

Install (Traffic Master Allure Vinyl Plank). Owner to select color and style.

Foyer- 20 SF
 Rear Hall & 1/2 bath- 60 SF
 Kitchen- 180 SF

Clean floor free of all debris to ensure smooth uniform surface.
 Set floor and follow proper pattern or graining.
 Include threshold strips where needed.

**Contractor to verify room measurements.
 Install all new vinyl cove base and base mold to replace existing.**

Total for: Floor Covering 1st Floor	\$ _____
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2nd Floor Stairwell

General

51	0090010002	1 All	11 Repair Item	\$ _____
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Skim Coat Repair Drywall

Fill in opening in West stairwell wall. Both stair sidewalls require a skim plaster coat to make smooth. Make necessary repairs and texture to match existing.

52	0010040002	1 EA	1 Code violation	\$ _____
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Replace 2nd Step Broked Noising

Replace broken 2nd step with broken noising with material to match existing to code

53	0030010007	106 SF	10 Replace Item	\$ _____
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Install Carpet and Padding

Stairs and hall, prepare floor to smooth and uniform surface, install 6lb. padding, tack strips and threshold strips as needed. Install new carpet per manufacturer's recommendation. \$3.50sf material allowance.

Contractor to verify measurements.

Total for: 2nd Floor Stairwell	\$ _____
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2nd floor Hallway

General

54	0010020001	10 LF	10 Replace Item	\$ _____
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Replace Knee Wall Wood Top

Replace knee wall wood top with 1" x 6" x 10' poplar. Round off top square edge and prime before painting.

55	0090010002	1 All	11 Repair Item	\$ _____
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Repair Hall Drywall

Cut out affected area square, install new material flush with existing surface, tape all joints and finish with 3 coat process.

56	0030010007	60 SF	12 Install Item	\$ _____
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Install Carpet and Padding

Prepare floor to smooth and uniform surface, install 6lb. padding, tack strips and threshold strips as needed. Install new carpet per manufacturer's recommendation. \$4.50sf material allowance.

Contractor to verify measurements.

Total for: 2nd floor Hallway	\$ _____
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East Bedroom

General

57	0110040017	1 Ea	10 Replace Item	\$ _____
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Replace Base Board Heaters

Replace electric base board heaters, size to heat room to code to include thermostate.

58	0030010007	144 SF	10 Replace Item	\$ _____
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Install Carpet and Padding

Prepare floor to smooth and uniform surface, install 6lb. padding, tack strips and threshold strips as needed. Install new carpet per manufacturer's recommendation. \$3.50sf material allowance.

Contractor to verify measurements.

Total for: East Bedroom	\$ _____
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Rear Bedroom

General

59	0090010002	1 All	11 Repair Item	\$ _____
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Repair Ceiling Drywall

Repair ceiling crack and texture ceiling to match.

60	0030010007	170 SF	10 Replace Item	\$ _____
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Install Carpet and Padding

Prepare floor to smooth and uniform surface, install 6lb. padding, tack strips and threshold strips as needed. Install new carpet per manufacturer's recommendation. \$2.50sf material allowance.

Contractor to verify measurements.

Total for: Rear Bedroom	\$ _____
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2nd Floor Bath

General

61	0177080001	1 All	11 Repair Item	\$ _____
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Drywall Repair

Remove and dispose of all damaged drywall and replace with new. Tape and apply three step process and texture to match existing.

62	0130040014	1 EA	1 Code violation	\$ _____
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Replace Fiberglass Tub/Shower Combination

Remove and dispose of existing tub/shower. Purchase and install a new **Aquatic A2 Composite Bath Tub Model #6030 CT and Model #6062 CBW Surround** shower unit, scald-proof tub/shower valve system, waste/overflow kit and shower curtain rod to code. Include any necessary framing and drywall repair, caulking and access panel.

63	0030010004	42 SF	10 Replace Item	\$ _____
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Install Vinyl Plank Flooring

Install (Traffic Master Allure Vinyl Plank). Owner to select color and style.

Clean floor free of all debris to ensure smooth uniform surface.

Set tiles and follow proper pattern or graining.

Include all wood base, vinyl cove base molding, and threshold metal strips where necessary.

Contractor to verify room measurements.

64	0130040007	1 EA	1 Code violation	\$ _____
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Install Vanity w/Sink

Install (36") vanity with sink complete and preformed sink top to code. Include washerless faucet of brass construction, stopper, trap and caulk along backsplash.

65	0130040023	1 EA	1 Code violation	\$ _____
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Install Toilet

Install new toilet to code as per Performance Manual guidelines.(Manfield, Artisian,Kohler or approved equal)

66	0130050015	2 EA	1 Code violation	\$ _____
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Install Towel Bars

Install (2) new metal towel bar with brackets.

67	0130050019	1 EA	10 Replace Item	\$ _____
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Install Toilet Paper Holder

Install new spring loaded Toilet paper holder.

68	0130050021	1 EA	10 Replace Item	\$ _____
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Replace Medicine Cabinet

Install new 15" recessed wood medicine cabinet with adjustable shelves and mirror. (Material allowance on cabinet \$40.00).

69	0130050001	1 EA	10 Replace Item	\$ _____
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Replace Wall Mirror.

Replace wall mirror 36" x 36".

70	0110040004	1 EA	1 Code violation	\$ _____
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Install Exhaust Fan

Install ceiling mounted exhaust fan that move 80 cfm minimum and is rated at 2 sones maximum. Duct fan to exterior to code. Include switch to operate fan separately. \$150.00 allowance for unit.

Total for: 2nd Floor Bath \$ _____

Middle Bedroom

General

71 0030010007 120 SF 10 Replace Item \$ _____

Install Carpet and Padding

Prepare floor to smooth and uniform surface, install 6lb. padding, tack strips and threshold strips as needed. Install new carpet per manufacturer's recommendation. \$2.50sf material allowance.

Contractor to verify measurements.

72 0090010002 24 SF 10 Replace Item \$ _____

Repair Damaged Drywall

Cut out affected area square, install new material flush with existing surface, tape all joints and finish with 3 coat process. Install new access panel to service tub plumbing.

Total for: Middle Bedroom \$ _____

Master Bedroom

General

73 0030010007 174 SF 10 Replace Item \$ _____

Install Carpet and Padding

Prepare floor to smooth and uniform surface, install 6lb. padding, tack strips and threshold strips as needed. Install new carpet per manufacturer's recommendation. \$2.50sf material allowance.

Contractor to verify measurements.

Total for: Master Bedroom \$ _____

House

General

74 0060020002 1 All 1 Code violation \$ _____

Insulate Attic

Install additional blown cellulose insulation 12 inches minimum to entire attic floor.

75 0100010018 1 All 5 Improvement \$ _____

Paint Interior Walls, Ceilings and Trim Complete

Prepare and patch walls and ceilings, windows, doors and all trim for paint. Prime if required and paint entire room to a uniform consistency with a minimum of two coats of quality paint in accordance with manufacturer's recommendations. Completed walls to be smooth and free of defects. Remove any wallpaper and patch all holes, nicks, etc. Drywall veneer over existing wall if required for smooth finish.

All interior wood trim, doors, window casing and jambs to be painted white separate from wall color. Use Behr, sherwin Williams or equal enamel paint semi gloss. Also, paint basement steps.

76	0110040011	7 Ea	1 Code violation	\$ _____
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Install Smoke Alarm

Install a hard wired smoke alarm with battery back up. Unit shall be first alert, AIM, Night Hawk, or approved equal.

77	0110040012	1 Ea	1 Code violation	\$ _____
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Install Carbon Monoxide Detector

Install a new carbon monoxide detector in the home per the manufactures instructions. Unit is to be direct wired with replacable battery back-up or sealed built in power system. Unit shall be Night Hawk, AIM, or an approved equal

78	0010080019	1 ALL	13 Remove Item	\$ _____
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Final Clean House

Remove and dispose of debris inside and out. Perform final cleaning once all construction work is completed. wash interior/exterior window systems, cabinets, floors, basement, mirrors sinks, fixtures and all surfaces free of grime.

79	001012	1 All	12 Install Item	\$ _____
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Appliance Allowance

Provide Allowance of \$877.00 for appliances for purchase of standard Specified LHSC Refrigerator and Range.
Refrigerator: GE Model GTE16DTH THWW.
Range : Frigidaire Model FFGF3012TW.

Note: Allow for optional upgrade. Coordinate with LHSC and home buyer to purchase appliances of home buyer's choosing.

80	0000000007	0	0	\$ _____
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Additional Items Purchased

Any added costs for purchasing and /or installing the appliances over the \$877.00 allowance will be paid by the home buyer to the contractor at time of purchase of appliances.

Note: Coordinate color/finish of specified range hood and dishwasher included in base scope with home buyer's selection of refrigerator and range.

81	0000000005	0 EA	0	\$ _____
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Performance

All work is to comply with current, applicable, Local and State Building codes and regulations, include IBC and OSHA. Perform ace Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All products and devices shall be installed according to manufacturers recommendations, Unless Otherwise Noted.

All work to be done in a quality and workmanlike manner.

All work to include any items or component required for a complete and functional system. Incidental items not mentioned in the specifications or listed in Rehab Spec that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and install as though called in every detail.

82	0000000000	0 ALL	0	\$ _____
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Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

NOTE: Permits must be obtained prior to the start of work for that particular trade per the Toledo Municipal Code.

83 0000000009 0 0 \$ _____

Utility Manager

Provide Utility Management: Turn on/off power/water/gas as needed in the construction process. All utilities shall be managed and paid by the contractor during the construction process. Coordinate utility turnover with LHSC at completion of construction.

Total for: House \$ _____

Total for: Interior \$ _____

Job Total Cost: \$ _____

LUCAS HOUSING SERVICES CORPORATION

1336 Avondale, Toledo, Ohio

STARTING/COMPLETION INFORMATION

(mandatory form to be completed and returned)

JOB NAME/CONTRACTOR NAME: _____ / _____

ESTIMATED STARTING DATE: _____

ESTIMATED COMPLETION DATE: _____

TOTAL CALENDAR DAYS: _____



Lucas Housing Services Corp.
 201 Belmont Ave.
 Toledo, OH 43604
 419-259-9465
 Procurement@lucasmha.org

CONTRACTOR /VENDOR REGISTRATION FORM Vendor Profile Application Form

Thank you for your interest in doing business with the Lucas Housing Services Corporation. Please complete the registration form in its entirety and attach the following:

- Most recent W-9 form
- A valid Certificate of Insurance with a General Liability amount of a minimum of \$1 million (when issued work)
- A valid Ohio Bureau of Worker’s compensation Coverage Certificate (BWC) if applicable (when issued work)

Registration Type	
<input type="checkbox"/> Initial	<input type="checkbox"/> Name/Address Change
Company Name:	
Company Address:	
Mailing Address if different than above:	
Telephone Number including area code:	Fax Number including area code:
Email Address:	Email Address for Purchase Orders:
Type of Firm:	
<input type="checkbox"/> Service <input type="checkbox"/> Construction <input type="checkbox"/> Distributor <input type="checkbox"/> Other _____	
Organizational Information:	
Type of Ownership	Tax Identification Number:
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	1099 Required: Y/N?
President/Owner/Partner:	Telephone Number & Email Address:

Bidding/Quote Contact (Name & Title):	Telephone Number & Email Address:
---------------------------------------	-----------------------------------

Primary Goods & Services provided:

Are you licensed in the City of Toledo? What kind of license? Please provide a copy.

**Do you use subcontractors?
If so, when?**

Additional Information:

Minority/Women/Disadvantaged Business Enterprise /EDGE Status

NA MBE WBE DBE EDGE

Please attach your firm's most recent certification letter(s).

If MBE, what type (African American/Black, Hispanic, Asian, Native American):

NON-COLLUSIVE

AFFIDAVIT

State of _____)

County of _____)

_____, 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 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 or affiant, or of that of any other bidder, or to secure any advantage against the Lucas Housing Services Corporation or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

Notary Public

My Commission expires_____.

LUCAS HOUSING SERVICES CORPORATION

I attest that the above information is true and correct.

Print Name

Title

Date

Signature

(STATE OF OHIO

_____ COUNTY)

I, the undersigned authority, A Notary Public in and for said County in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance, he/she in his/her capacity as _____, and with full authority, executed the same voluntarily for and as the act of said Business entity.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public
My commission Expires

**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.

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

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

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

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

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

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

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Lucas Housing Services Corporation

SUBCONTRACTOR LIST

PROJECT NAME _____ DATE _____

PRIME CONTRACTOR _____

SUBCONTRACTOR	ADDRESS	PHONE	TRADE	MINORITY	CONTRACT AMOUNT

*DESIGNATE MINORITY GROUP HERE: BLACK, HISPANIC, ASIAN, AMERICAN INDIAN, WOMEN-OWNED. THE GOAL OF LHSC FOR MINORITY PARTICIPATION IS 35%

**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 —

Tiffanie McNair
Community Development Program
Manager
201 Belmont Ave
Toledo, Oh 43604

[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)

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. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$150,000.

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 \$ 1 million [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 \$ 500,000 [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 an 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

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- 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.

LUCAS HOUSING SERVICES CORPORATION

1336 Avondale

SUBCONTRACTOR SUBMITTAL

PROJECT NAME: _____

DESCRIPTION OF WORK: _____

SUBCONTRACT AMOUNT: _____ (\$ _____)

Prior to the commencement of work, this document shall be completed and signed by an Officer of the Prime Contracting Firm and each Sub-Contracting Firm, participating in the project. This document will be kept on file at Lucas Housing Services Corporation (LHSC). LHSC will utilize this information to verify bona-fide Subcontractors.

GENERAL (PRIME) CONTRACTOR: _____

BUSINESS ADDRESS: _____

City: _____ State _____ Zip _____

SUB-CONTRACTOR: _____

BUSINESS ADDRESS: _____

City: _____ State _____ Zip _____

BUSINESS PHONE NO.: _____

FEDERAL TAX ID. NO.: _____ or SOCIAL SECURITY NO.: _____

If the subcontractor possesses licenses, please list type of license and issuing authority:

The Sub-Contracting Firm is (please circle one): Individual Sole Proprietor Partnership LLC Corp
Is Sub-contractor an M. B. E., W.B.E., or S.B.C? Yes No If so, which one: _____

The Sub-contractor has read and understood the following sections of the Contract Documents (Attached), and understands that they will be required to comply with same:

Construction Schedule: _____ Yes No

General Conditions (HUD-5370 or 5370-EZ): _____ Yes No

Supplementary Conditions: _____ Yes No

Lead-Based Paint Ban: _____ Yes No

Non-Smoking Policy: _____ Yes No

Technical Specifications/ Drawings _____ Yes No

GENERAL (Prime)

SUB-CONTRACTOR

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title _____

Title _____

Date _____

Date _____

LUCAS HOUSING SERVICES CORPORATION

FINAL WAGE PAYMENT AFFIDAVIT

For 1336 Avondale

_____, being first duly sworn, makes oath and says that he/she is _____ of _____ the contractor herein, and that the Wages have been paid in conformance with the minimum rates as established in the Contract for _____.

I further certify that no rebates or deductions for any Wages due any person have been directly or indirectly made other than those provided by law.

(Signed)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

(SEAL)