



525 South Lawrence Street  
Montgomery, Alabama 36104

## VACANCY REDUCTION SERVICES

IFB Number 2021-09

**TYPE OF PROJECT:** Invitation for Bids (IFB) for vacancy reduction service agency wide.

**DATE OF ISSUANCE:** TUESDAY, NOVEMBER 9, 2021

**DESCRIPTION OF SERVICES:** Vacancy Reduction Services

**CONTACT PERSON:** SHEILA BROWN  
PROCUREMENT/CONTRACT ADMINISTRATOR  
[sbrown@mhatoday.org](mailto:sbrown@mhatoday.org)

**PRE-BID CONFERENCE:** MONDAY, NOVEMBER 22, 2021 @ 9:00 AM CST  
Montgomery Housing Authority  
525 S. Lawrence St.  
Montgomery, Alabama 36104

**LAST DAY FOR QUESTIONS:** MONDAY, NOVEMBER 29, 2021 @ 3:00 PM CST

**SUBMISSION DEADLINE:** TUESDAY, DECEMBER 7, 2021 @ 9:00 AM CST

**SUBMISSION ADDRESS:** Montgomery Housing Authority  
Attention: Procurement Office  
525 South Lawrence Street  
Montgomery, Alabama 36104

**BID OPENING ADDRESS:** Montgomery Housing Authority  
525 South Lawrence Street  
Montgomery, Alabama 36104

**BID OPENING DATE:** TUESDAY, DECEMBER 7, 2021 @ 9:00 AM CST

A complete copy of the IFB can be obtained by emailing [sbrown@mhatoday.org](mailto:sbrown@mhatoday.org), via website at [www.mhatoday.org/procurement](http://www.mhatoday.org/procurement), accessing Housing Agency Marketplace at <https://ha.internationaleprocurement.com/> or visiting MHA's procurement department at 525 S. Lawrence St., Montgomery, AL 36104

**A Pre-Bid conference will be held at 9:00 AM (CST) on Monday, November 22, 2021, Montgomery Housing Authority, 525 S. Lawrence St., Montgomery, Alabama 36104. General Contractors are encouraged to attend. Contractors will have an opportunity to inspect the units after the Pre-Bid meeting.**

Sealed bids will be accepted at the Montgomery Housing Authority, 525 South Lawrence Street, Montgomery, Alabama, 36104, by mail in a bid package prior to the date and time noted above to the attention of Sheila Brown, Procurement Department. **Late submissions will not be accepted.**

Contractors must be **licensed** and meet the statutory requirements, including liability and workers compensation insurance and maintaining a license in good standing. **All bidders must include a current license with the submission of the bid (Tab 10).**

The responsibility for submitting a response to this IFB to the Montgomery Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the respondent. The Housing Authority is not liable for any costs incurred by the Bidder prior to issuance of a contract. The Bidder shall wholly absorb all costs incurred in the preparation and presentation of the bid.

## **1.0 SCOPE OF SERVICE:**

The purpose of this IFB is to **form a pool of contractors** that the Montgomery Housing Authority (MHA) may draw from an indefinite quantity contract for vacant unit turnaround services. MHA is seeking bids from qualified and insured contractors to provide the detailed services, attached hereto as “Exhibit A-Vacancy Reduction Services”.

The MHA periodically has need of a Contractor to prepare vacant units for occupancy (though MHA may also choose to direct the Contractor to address an occupied unit), it anticipates that it will utilize the contract(s) that ensue from this IFB to potentially supplement the work of MHA’s in-house maintenance personnel on an as-needed basis.

Below are MHA’s community complexes:

<b>Development Name</b>	<b>Address</b>
<b>The Terrace</b>	1301 Adams Ave., Montgomery, AL
<b>Victor Tulane Gardens</b>	1101 Victor Tulane Circle, Montgomery, AL
<b>Parks Place</b>	660 Cleveland Ct., Montgomery, AL
<b>Gibbs Village East</b>	1703 Terminal Rd., Montgomery, AL
<b>Gibbs Village West</b>	2025 Terminal Rd., Montgomery, AL
<b>Paterson Ct.</b>	609 Winnie St., Montgomery, AL

## **2.0 GENERAL CONDITIONS:**

### **2.1 Conformity with IFB**

All bids must conform to the requirements presented in this IFB. Bids not in conformity may be rejected. Exceptions to any requirement must be clearly noted in the bidders' response.

## **2.2 Contract Terms/Consultant Agreement**

MHA anticipates that it will initially award a contract for 3 years in one year increments, at MHA discretion. All items included in this IFB must be included in the final contract. All contracts between the parties will be governed by and enforced in accordance with Federal HUD regulations and the laws of the State of Alabama.

## **2.3 License**

The contractor will have and maintain all required licenses necessary to conduct business in the City of Montgomery and any specialty licenses required to perform required work listed in this IFB. Copies of all licenses must be included in the submission of this IFB and maintain current standing on file in the Procurement/Contract Office of the Montgomery Housing Authority, during the duration of the contracted work.

## **2.4 Right to Reject Bids**

The MHA reserves the right to reject any or all bids, to waive technicalities and to accept any offer deemed to be in the best interest of MHA. Montgomery Housing Authority reserves the right to seek additional or new bids and to waive informalities and minor inequities in bids received.

## **2.5 Rights to Submitted Material**

All bids, responses, inquiries or correspondence relating to or in reference to this IFB, and all reports, charts, displays, schedules, exhibits, and other documents provided by companies will become the property of the MHA when received.

## **2.6 Required Forms**

The necessary HUD forms are attached hereto and are available for download on our website at: [www.mhatoday.org/procurement](http://www.mhatoday.org/procurement)

Each bid must contain a copy of the following HUD Attachments as indicated:

- HUD 5369 Instructions for Bidders (**Submit with bid**)
- HUD 5369-A Representations/Certifications of Bidders (**Submit with bid**)
- HUD 5369-C Certifications and Representations of Offerors Non-Construction Contract (**Submit with bid**)
  
- HUD 50070 Drug-Free Workplace Certification (**Submit with bid**)
- HUD 50071 Certification of Payments to Influence Federal Transactions (**Submit with bid**)
- HUD SF-LLL Disclosure of Lobbying Activities (**Submit with bid**)
- Bid Bond
- Certificate as to Corporate Principal Form
- Non-Collusive Form (**Submit with bid**)
- Pricing Schedule (**Located in "Exhibit A"-Submit with bid**)
- MHA Insurance Coverage Checklist
- MHA Hourly Wage Form

- DOL Payroll Form WH-347
- Vendor Registration Form
- Davis Bacon Wage Rates (**Submit with bid**)
- Performance Bond Form
- Labor and Material Payment Bond Form
- Form of Bid (**Submit with bid**)
- Profile of Firm (**Submit with bid**)
- Section 3 Certification and Submittal Form (**Submit with bid**)
- Company Information Form (**Submit with bid**)

## **2.7 Additional Information**

All inquiries, requests for site visits and/or additional information relative to this IFB should be directed (ten days prior to bid deadline date and time) to Sheila Brown, Procurement/Contract Administrator at [sbrown@mhatoday.org](mailto:sbrown@mhatoday.org).

## **2.8 Insurance & Bid Bond**

The company must certify/show proof of workers compensation (if applicable), general liability (minimum coverage of \$1,000,000 per occurrence) and auto liability (\$1,000,000 per occurrence). Insurance coverage must be maintained throughout the term of the contract. Copies of all proof of insurance must be on file in the Procurement Office prior to contractor beginning work.

Though MHA shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work, most specifically for make ready turn unit services (hence, the inclusion of a number of HUD forms are attached herto that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that MHA will typically use the successful bidder(s) for on-call work. Any such work determined to be construction-related will not be major in nature, but typically will be for such things as the rehabilitation of a fire-damaged unit.

The purpose of this IFB is to typically award work via task order. Therefore, we do not anticipate that payment and performance bonds will be typically necessary. However, in the rare case that such bonds are necessary for a task order, MHA will negotiate with the Contractor a fair and reasonable cost to reimburse the Contractor for such, which cost will NOT include any profit and overhead for providing such bond(s), if required by MHA.

## **3.0 COMPANY/FIRM INFORMATION:**

A major consideration in awarding a contract is the experience and services of the contractor. The following information is requested from each company:

### **General Company Information**

Each company must furnish a brief history of itself including how long it has been in business and any major offices located in Montgomery and/or any major offices located in the Southeast United

States. List three references (name, address and telephone number) that may be contacted where similar work has been performed.

#### **4.0 SELECTION and AWARDING PROCESS:**

##### **4.1 Invitation for Bids (IFB)**

This IFB is intended to provide interested contractors with uniform information concerning the MHA's requirements for providing the requested services. The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within the following Section 5.2, consider factors other than cost in making the award decision).

**4.1.1 Method of and Procedure to Award (Task Order):** MHA will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called 'forming a pool' of contractors that MHA may draw from:

**4.1.2** As detailed in the tab submittal section of the IFB, if a pool of contractors is formed, each bidder will be ranked by the total calculated bid sum submitted in response to this IFB. Please also see Exhibit A-attached hereto.

**4.1.3** When MHA has need of work in each service area, MHA staff assigned will contact the 1<sup>st</sup> ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable time-frame MHA has established for that work (typically, "reasonable" shall mean at the site within 1 workday and begin work within 1 workday thereafter). If the 1<sup>st</sup> ranked Contractor is not available, MHA will proceed to the next-ranked Contractor, and so forth, until MHA has located an available Contractor.

**4.1.4** There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed at the site quickly. In such cases, MHA reserves the right to (and probably will) suspend the one-day required response time defined within the immediate section-4.1.3 and will seek a Contractor who within the previously described pool rotation who is immediately available.

**4.1.5** Once an available Contractor has been chosen, the Contractor and MHA representative will meet at the applicable unit and/or development site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based upon the unit costs.

**4.1.6** All unit fees bids shall be all-inclusive of all other items (unless otherwise provided herein), services and costs that the Contractor needs to complete the work, including but not limited to tools, equipment, insurance, licensing, employee costs, including benefits, etc.

**4.1.7** MHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. Though MHA anticipates that it might make award to one firm only, the purpose of this IFB is to form a pool of contractors, thus MHA retains the right to, at any time during the ensuing of contract period(s), complete award to more than one Contractor if MHA determines such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC).

**4.2 TIME FOR COMPLETION:** The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed and notification of the approved Purchase Order (PO) to the Contractor and shall be fully completed within the specified time in the Notice to Proceed.

**4.3 SAFETY:** Subject to prior approval by MHA as to size, design, type and location, and to local regulations, the Contractor and his/her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

**4.4 BIDDERS CALCULATIONS:** Each Bidder is responsible to field verify the items requested on any project. This shall include demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All prices submitted by the Contractor must include these variables. MHA shall not pay additional sums for a bidder's failure to factor these conditions into the bids. Failure to consider any of the factors listed below shall not negate the Bidder's responsibility to perform if awarded a contract and assigned a project.

**4.4.1 Verify Approximations:** The bidder must Field Verify All Grades, and Conditions. Please visit the property to determine on how these variables may impact the bid costs.

**4.4.2 Demolition Approximations:** The bidder's Unit Pricing must include for the possibility of removal of all layers of existing material supporting or attached to the material to be replaced or repaired on any project assigned by MHA.

**4.4.3 Material Storage:** The bidder must consider that on-site storage may not be permitted at the site. Bidders must understand that any on-site storage of material must be approved in advance by MHA. MHA shall not be responsible for any off-site storage or delivery fees.

**4.5 WARRANTIES:** All items installed under any contract resulting from this IFB must include both a Manufacturer's Warranty, if applicable, plus a minimum of a one (1) year Warranty from the Contractor for labor and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by MHA.

## 5.0 **BID FORMAT:**

5.1 Bids should be written in a concise, straightforward and forthright manner. Superficial marketing statements and materials should be avoided. Bids should be organized in the following manner, using required forms where appropriate:

### 5.2 **Tabbed Proposal Submittal**

The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis ("Best Value," in that the Agency will consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

IFB Section	Tab No.	Description
5.2.1	1	<b>Form of Bid.</b> This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
5.2.2	2	<b><i>Form HUD-5369-A Representations/Certifications of Bidders, Form HUD-5369-C Certifications and Representations of Offerors, Non-Construction Contract, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation Certification, and Non-Collusive Form.</i></b> These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
5.2.3	3	<b>Profile of Firm Form.</b> This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal.
5.2.4	4	<b>Proposed Services.</b> The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the Project Manual listed in the preceding Section Part IV herein, including, but not limited to: <b>(Bidder must place Pricing Schedule located in Exhibit A under this tab)</b>
5.2.4.1		The proposer’s <b>DEMONSTRATED UNDERSTANDING</b> of the <b>AGENCY’S REQUIREMENTS</b> .
5.2.4.2		The <b>APPROPRIATENESS</b> of the <b>TECHNICAL APPROACH</b> and the <b>QUALITY</b> of the <b>SERVICES PROPOSED</b> .
5.2.4.3		The proposer’s <b>TECHNICAL CAPABILITIES</b> (in terms of

		personnel) and the <b>MANAGEMENT PLAN</b> (including the ability to provide the services detailed herein).
5.2.4.4		The proposer's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer's <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
5.2.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
5.2.4.6		The proposed quality control program.
5.2.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
5.2.4.8		A complete description of the products and services the firm provides.
5.2.4.9		<b>Proposed Engagement Letter.</b> A copy of the proposer's proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
5.2.5	5	<b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
5.2.6	6	<b>Client Information.</b> The proposer shall submit a listing of former or current clients, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
5.2.6.1		The client's name;
5.2.6.2		The client's contact name;
5.2.6.3		The client's telephone number and email address;
5.2.6.4		A brief description and scope of the service(s) and the dates the services were provided.
5.2.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein



		pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
5.2.8	8	<b>Subcontractor/Joint Venture Information.</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. <b>Proposer shall submit a Profile of Firm form for each subcontractor.</b>
5.2.9	9	<b>Section 3 Business Preference Documentation.</b> For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed <b>Section 3 Submittal Form, Section 3 Business Preference Certification Form</b> and any documentation required by that form.
5.2.10	10	<b>Other Information.</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation. <b>Proposer shall include the Company Information form located at the end of this IFB and any licensing.</b>
5.2.11	<b>No Information Placed under a Tab.</b> If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.	
5.2.12	<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.	

### 5.3 Bid Submittal

Bids must be submitted in *one sealed envelope as one binder* that shows the company's name and address and clearly written on the outside of the sealed envelope must be the words **"Vacancy Reduction Services" IFB #2021-09, DEADLINE: Tuesday, December 7, 2021 at 9:00 am CST**". All bids must be submitted in accordance with the conditions and instructions provided herein. Bids must contain all information listed in Section 5.0 Bid Format of this IFB. All bids must remain open for acceptance for ninety (90) days.

### 6.0 DAVIS BACON WAGE DETERMINATION:

Bidder must agree to pay their employees not less than the minimum wage rates for residential work prescribed by General Decision Number: AL20210129, dated January 1, 2021. A copy of that decision is attached to the bid package. In addition, certified weekly payroll forms will be required.

## **7.0 MATERIALS:**

The selected contractor shall provide, install and complete work utilizing proprietary materials and products, as necessary to comply with MHA's intent and interest in standardizing its materials and products.

## **8.0 CHANGE ORDERS:**

MHA does not anticipate change orders but in the event change orders are required, the contractor will immediately notify the Project Manager. Change Orders must comply with the following:

- a) Contractor must fill out a Construction Change Order Form offering a detailed explanation for the change order itemizing changes to be made
- b) Contractor must offer a written itemized estimate, for the amount of money to be added to the original contracted price signed and dated by the contractor
- c) Construction Change Order must be approved and signed by MHA's President/CEO, Damon E. Duncan, who is the Contracting Officer

Beyond the above referenced written communications, Bidders and their representatives may not make any other form of contact with MHA Staff, Board members or residents. Any improper contact by or on behalf of a Bidder may be grounds for disqualification.

## **9.0 ACCEPTANCE OF WORK & PAYMENTS:**

1. Prior to acceptance and approval of payment, the Project Manager **must** sign-off on all work completed.
2. Payment to the Contractor shall be made upon acceptance of the work. By virtue of submitting an invoice referencing the approved Purchase Order (PO) number give by MHA prior to start of project.
3. Acceptance of the work and approval of payment must be in writing and signed by MHA's Project Manager or their authorized representative, prior to submission to the Finance Department for payment.

## **10.0 SECTION 3 COMPLIANCE:**

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic

opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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.

- B. 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 Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- C. 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 regulation 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.
- D. 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.
- E. 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.
- F. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).





**PROCUREMENT OFFICE**  
**525 SOUTH LAWRENCE STREET**  
**MONTGOMERY, ALABAMA 36104**  
**TELEPHONE 334-206-7130 | FAX 334-206-7196**

## **COMPANY INFORMATION FORM**

**Proposer shall complete this form and include it in the bid packet under tab 10**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

**FAX #:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**CONTACT (name)** \_\_\_\_\_

**YEARS OF OPERATION:** \_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

**ESTIMATED # DAYS TO COMPLETE: n/a** \_\_\_\_\_

**REFERENCES:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### **VACANCY REDUCTION SERVICES**

**SCOPE OF WORK:** The Contractor shall provide all labor, materials, insurance, bonds, transportation, etc. to provide vacancy reduction services including, but not limited to the following:

#### **A. GENERAL REQUIREMENTS:**

##### **1. Contractors Personnel:**

- The Contractor shall screen and employ only qualified personnel who will be skilled in the performance of their duties and acceptable to the Authority. Contractor agrees to immediately remove any employee the Authority determines to be unacceptable.
- The Contractor agrees to follow all reasonable security procedures precautions and procedures requested by the Authority. All contractor personnel must have an Employee ID at all times while on the Authority sites.
- The Contractor's shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:

Contractor's employees appearing to be under the influence of alcohol or drug shall not be permitted in the building or on the property.

No loud or boisterous conduct will be permitted.

The Authority reserves the right to request removal of any of the Contractor's employees from the building or property at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.

##### **2. Applicable Regulations and Guidelines:**

- The Contractor shall be knowledgeable of applicable federal, state and local regulation, codes and guidelines
- The Contractor shall be solely responsible for obtaining and complying with applicable regulations and specification with regard to their performance of the work and employee and public safety.

- 3. Parking:** All contractor vehicles shall park only on designated areas such as streets, driveways or alleys. At no time shall the Contractor's vehicles be driven or parked on any yard, courtyard or other grass or dirt area. The Contractor may be fined a charge of \$50.00 per occurrence, per vehicle, if their vehicle(s) is seen and noted on any

surface not designated for vehicles. If any damage is caused by the contractor's vehicle(s), the contractor will be held responsible for the cost of the repair. If payment of such fine is not received, the Contractor may be suspended from doing business with the Authority and payment withheld.

4. **Work Areas:** Work areas must be kept clean at all times. No debris is to be left outside the unit for any reason at any time.

**5. Reporting and Delivery:**

- a. The Contractor shall coordinate work hours to occur during the Authority's normal business hours of 7:30 to 4:30 Monday through Friday. The Authority's holiday calendar is attached for the Contractor's informational convenience. Any work past normal end time must have written approval by the Authority.

- b. The Contractor must be available to report to any of the MHA sites within 48 hours of notification from the Authority with work crews capable of providing vacancy reduction services.

- c. Notice to Proceed:

- (1) The Authority will initiate all work orders in the form of a Notice To Proceed.

- (2) The contractor must adhere to all start and completion dates included. The Authority will issue a Purchase Order in support of the Notice to Proceed within ten (10) business days.

- (3) The Authority will not guarantee any specific quantity of work; there is a possibility that the Authority will not have any available units on any given day.

- (4) In the event a contractor is unable to fulfill units by the assigned deadline on the Notice to Proceed, the contractor must provide written notice of the Contract Administrator within (8) business hours, via email or other within notice.

- d. Work Site Procedures

- (1) Contractors shall report to the development's maintenance shop on the first day of work.

- (2) The 'Vacancy Step Checklist' must be used to document all contractor work for a particular unit as set forth by issuance of a Notice to Proceed to the contractor. (See Attachment A – Vacancy Step Checklist)

- (3) The specific job tasks to be performed in the unit will be designed and agreed upon by the contractor and the Authority upon completion of the initial work-through of the unit. Both parties will sign, date, and note the time of the walk-through

inspection on the checklist as well as initial each required task to completed by the contractor in the unit.

(4) An additional sheet listing the materials provided to the contractor by the Authority will be attached to the checklist. (See Attachment B – Materials List). The contractor shall assume all liability for all materials provided upon receipt. The Contractor shall be responsible for the replacement of broken and/or missing materials after receipt and to prior unit acceptance.

(5) The Contractor will be provided a copy of both the checklist and material list upon completion of the initial walk-through inspection (the Authority to retain original documents). An Authority representative will inspect the unit at the end of each work day (no later than 4:00 p.m.) while work is in progress. The contractor and the Authority shall initial and note the date of the daily 'end of day' inspection on the original Vacancy Step Checklist to be maintained by the Authority. Any discrepancies and/or damage will be noted on the checklist form.

(6) Upon completion of the individual task or turnkey/total unit as applicable, both parties shall perform a final walk-through inspection of the unit. Both parties shall sign, date, and note the time of the walk-through inspection the original checklist. The Authority will provide the contractor a copy of the completed Vacancy Step Checklist.

e. Unit Keys: The contractor shall meet the property representative at the maintenance office for access to the units each day. The project manager will meet the contractor at the unit at the end of each day for unit inspection and lock up.

f. Liquidated damages in the amount of \$50 per unit per calendar day, may be applicable and assessed to all units not completed in the frame set forth by the Notice to Proceed.

The maximum time duration to complete any turkey (i.e. – cleaning, painting, and maintenance inclusive) unit is fifteen (15) consecutive calendar days (inclusive of weekends and holidays). The time duration allowed for individuals tasks are as follows:

1. Cleaning: One (1) business day (8 hours)
2. Painting: Two (2) consecutive business days (16 hours)
3. Priming: Two (2) consecutive business days (16 hours)
4. Maintenance: Five (5) consecutive business days (40 hours)

Units may also be withheld and/or offered to the next lowest competitive bidder until all currently assigned units are brought current and are no longer pas the maximum allowed duration for services as listed above.

Contractor must notify designated the Authority representative if they are unable to complete the unit in the designated time through no fault of their own.



g. Major Repairs: The Contractor shall not perform work classified as “Major Repairs”.

h. Review/Test Samples as Requested and Reasonable: The Contractor is required to supply sample products (ex: paint, tile, etc.) in sufficient quantities for testing purposes when requested. Samples should be provided within two (2) to four (4) days of request of Agency Representative.

i. Work Deficiencies: If at any time, the Authority project manager reports a deficiency to the Contractor, the Contractor shall respond and resolve the deficiency in a timely fashion. If such deficiency is noted prior to 12:00 Noon, the Contractor shall make all correction by 4:00 p.m. that same day. If a deficiency is noted after 12:01 p.m., the Contractor shall make the correction by 12:00 noon of the following workday.

j. Pest Infestations: the Authority will be responsible to treat all infestation within the units prior to the contractor entering the unit. The Contractor shall be responsible for the cleanup and proper disposal of any and all carcasses remaining following any infestation treatment. Any follow-up infestation treatment shall be the responsibility of the Authority, however the Contractor shall be responsible to notify the Authority that such treatment is necessary, when identified. Some units have a strong odor due to misuse, abuse and the extermination process. The Contractor shall not have the option of rejecting any such unit. The Contractor shall take the necessary steps to eliminate such odors during the cleaning process by using deodorizing cleaning agents or foggers.

## **6. Unit and Additional Services Configuration:**

a. One Bedroom Unit: Clean, paint, and Maintenance to entire unit consisting of the kitchen, pantry, hallway, one full bathroom, all closets, all interior doors, living room, and one bedroom.

b. Two Bedroom Unit: Clean, paint, and Maintenance to entire unit consisting of the kitchen, pantry, hallway, one full bathroom, all closets, all interior doors, living room, and two bedrooms.

c. Three Bedroom Unit: Clean, paint, and Maintenance to entire unit consisting of the kitchen, pantry, hallway, one full bathroom, all closets, all interior doors, living room, and three bedrooms.

d. Four Bedroom Unit: Clean, paint, and Maintenance to entire unit consisting of the kitchen, pantry, hallway, one full bathroom, one half bath if applicable, all closets, all interior doors, living room, and four bedrooms.

e. Five Bedroom Unit: Clean, paint, and Maintenance to entire unit consisting of the kitchen, pantry, hallway, two full bathroom, all closets, all interior doors, living room, and five bedrooms.

f. Stairwell: Clean, paint, and Maintenance including all walls, ceiling surface, enclosing and/or adjacent to stairwell, stair risers, treads, landings, banister, and railings maintenance.

g. Additional Stairwell: All additional stairwells shall be cleaned, painted and maintenance.

h. Additional Full Bathroom: Clean, Paint and Maintenance including all walls, ceiling, surfaces, floors, fixtures, sink, toilet, and bathtub.

i. Additional Half Bath: Clean, Paint and Maintenance including all walls, ceiling, surfaces, floors, fixtures, sink, and toilet.

j. Refinishing Cabinets: The Contractor shall be responsible to strip sand, re-stain, seal, and apply polyurethane to wall and/or base cabinets when specifically requested on the Notice To Proceed. Cabinets must match existing cabinets.

k. Painting Cabinets: The Contractor shall be responsible to paint wall and/or base cabinets when specifically requested on the Notice To Proceed. Cabinets must match existing cabinets.

l. Priming: The Contractor shall be responsible to apply primer to specified walls and/or ceiling prior to painting when specifically requested on the Notice To Proceed, on when specifically requested by the Authority. The Contractor shall furnish all primer at Contractor's cost included in its bid.

m. Inspections: A the Authority inspection will occur at the completion of any/each assigned/contracted task (i.e., cleaning, painting, or maintenance) when performed separately as opposed to as a 'turnkey' task.

**B. SPECIFIC REQUIREMENTS:** The Contractor shall furnish Vacancy Reduction Services including but not limited to the following:

1. Cleaning of Vacant Units: Cleaning of the Authority vacant Units. The term cleaning is defined as: "To rid a vacant unit of dirt, grease, impurities and/or other extraneous matter. The Contractor must supply all cleaning products, equipment, and materials necessary to clean vacant units.

a. The Authority shall remove all bulk trash and furniture unless the contract is tasked with Bulking Unit (See Lot 5 of the Pricing Schedule). , In some instance the refrigerator may remain in the unit and if this is the case, the Contractor shall move the refrigerator out and clean all areas and clean the refrigerator. Remove all excess cable throughout unit. An additional unit price is on the bid form for the refrigerator. In some cases, the Contractor will have to sweep existing floors free of debris and properly dispose of it off the Authority's property.

b. The scope of work includes the cleaning all exposed areas, surfaces, plumbing, pipes, and electrical fixtures including globes but not limited to the tops of kitchen cabinets, all shelves, wall surfaces, countertops and behind all doors. Clean front door jambs, interior and exterior of screen doors, medicine cabinets, cabinet drawers, steps, bi-fold and storm doors. Clean ducts and/or vents for heating and air conditioning. Clean toilets, sinks, window screens, and interior and exterior of windows and window sills. Remove all debris from porches and porch roofs. As it is impractical to specifically list all exposed areas and surfaces; the Authority shall hold the Contractor responsible for cleaning all surfaces inside of the unit. However, some surfaces shall need more “cleaning” than others. Some examples of such surfaces are: all VCT shall be stripped free of all old wax and dirt; wall and base cabinets faces shall be cleaned; shelves and tops shall be cleaned free of dust, dirt, grease etc; bathroom ceramic tile joints shall be cleaned and rid of mildew stains; inside of windows shall be washed; area behind all doors shall be cleaned; floor area under and wall area behind radiators/board heaters shall be cleaned; window sill shall be clean; cob webs on exteriors and on stairwells, closets, and ceiling shall be removed; range hoods and grease catches shall be cleaned; and all walls shall be cleaned and free from grease or markings and ready to be painted.

c. Refrigerator: If a refrigerator remains in the vacant unit and not identified on the Notice To Proceed, the contractor must notify the Procurement Director immediately. The Contractor shall be responsible to move it and clean the surfaces surrounding it and under it, and clean the inside and outside of the refrigerator. If any broken parts are found, the contractor shall immediately notify the project manager responsible for the project.

d. The Contractor shall not at any time during the cleaning/waxing process empty a mop bucket into bathtub and/or sink drain nor shall a mop bucket be emptied in a front and/or back yard.

e. The Contractor shall immediately notify the site supervisor of the need of **Emergency Repairs** including but not limited to: stopped/clogged sinks, commodes, tubs, broken water lines, electrical outages, damaged exterior doors and locks, broken windows and gas leaks. The Contractor shall also notate the discovery of these needs on the checklist.

f. Any damage done to units after cleaning by the Contractor from break-ins, vandalism, or natural disaster shall be the responsibility of the Authority. At the Authority’s discretion units may need to be re-cleaned at a separate per square foot rate.

g. When cleaning masonry or plaster surfaces of any units, the Contractor shall at no time allow any standing or puddles of water on any surface. **The Contractor shall only use a fine mist if needed. No power washing shall be allowed. If the Contractor uses excessive water (to be determined solely by the Authority), it may be considered sufficient justification for termination of the Contract.** Examples of areas that have been damaged by excessive use of water are cabinets and floors and even adjoining units. Use of water shall be closely monitored. It shall be the Contractor’s full responsibility to repair or replace any

damaged items within the unit or in adjacent units as a result of the Contractor's application of destructive cleaning methods.

h. When cleaning 'drywall' surfaces of any unit, the Contractor shall at no time allow any standing or puddles of water on any surface. The Contractor shall use **no** water on any drywall. No power washing shall be allowed. Contractor must use a sponge or towel to clean wall surfaces with a detergent or degreaser when removing grease and dirt. **If the Contractor uses excessive water (to be determined solely by the Authority), it may be considered sufficient justification for termination of the Contract.** It shall be the Contractor's full responsibility to repair or replace any damaged items within the unit or in adjacent units as a result of the Contractor's application of destructive cleaning methods.

**PAINTING OF VACANT UNITS:** The Contractor shall provide all labor, equipment and related items necessary to complete cabinets, caulking of all holes or cracks between walls and ceilings 1/4" wide or less, painting of interior walls and doors, ceiling, trim, and steps as follows: The Authority will supply the paint, primer, and all other materials/supplies needed.

a. The term painting is defined as: "To apply coats of paint and primer as required to all designated interior surfaces (including, but not limited to; all walls, ceilings, doors, stairs, railing, window sills, cabinets, pipes, cove base and trim) so that all existing marks and/or discoloration is covered in such a manner that it shall be uniform, smooth and free of runs or sags. All surfaces to be painted and accepted by the Authority.

b. Scope of work includes the priming (when requested) painting of all walls, ceilings, doors, stairs, railing, pipes, window sills, cabinets, cove base and trim. Painting of inside and outside of interior and exterior doors. Contractor shall also repair all imperfections in the sheetrock.

c. Any damage done to units after painting by the Contractor from break-ins, vandalism, or natural disaster shall be the responsibility of the Authority. Unit may need to be touched up at a separate per room rate.

At the Authority's discretion units may need to be re-painted at a separate per square foot rate.

d. All large holes (more than 1 sq. ft.) and cracks in the walls (1/4" wide or more) shall be patched under the turnkey process. The contractor shall be required to make normal wall preparation and repair such as scraping, sanding and feathering of existing wall imperfections and filling, sanding and feathering of routine nail holes and cracks.

e. Medicine cabinets shall be refinished and/or painted.

f. Kitchen cabinets may be refinished & stained or painted if included on the Notice to Proceed. Cabinets shall be stripped, sanded, and stained when requested by the Authority. All range hoods will be painted with the proper appliance spray paint for the application ONLY.

g. The Contractor shall not paint electrical switch or receptacles, cover plates, door hinges, door hardware, faucets, cabinets, window frames and glass, hardware, electrical ceiling fixtures, bath fixtures, bath tile, floor tile, hardwood floors, wood baseboards, wood stairs and window sills unless otherwise stated on the Notice to Proceed.

h. Any and all over spray shall be removed by the Contractor immediately. Painted smoke alarms and/or CO2 detectors will be replaced at Contractor's expense. All Sprinkler heads, fire alarm strobes and other fire warning devices that are painted or have over spray on them and cannot be cleaned, must be replaced by an alternate Licensed Contractor selected by the Authority at the negligent Contractor's expense.

### 3. MAINTENANCE/REPAIR OF VACANT UNITS

a. The purposes of this contract is to present the procedures and/or rules for the contractors to inspect and repair units in various developments to bring them in accordance with guidelines set by the Authority to facilitate tenant occupancy. **The Authority will supply all materials needed except drywall, screws/nails, tape and compound, wax. The Authority will not at any time provide tools and or equipment to a contractor.**

b. The following items may need to be repaired and/or replaced depending upon their condition as designated and reported on the Authority – Vacancy Step Checklist:

- Door and lock operation, repair and/or replace as needed.
- Missing or damaged storm/screen doors will be replaced
- Missing or damaged beaded weather stripping on entrance doors
- Windows, balances, window screens and window locks
- Shade and shade bracket replacement
- Mini blinds and/or blind brackets
- Floor tiles
- Cove base
- Lighting
- Electrical operation-inspect or replace (test all receptacles/GFI and switches w/electrical tester).
- Plumbing operation
- Cabinets & Countertops
- Storage, closets, shelves, and poles
- Holes in drywall (1 square foot or larger) as outlined by project manager
- Secure any or all stair railing and replace any missing or worn stair treads

c. Doors must open freely and latch securely, check doors for all hardware appearance and function. Any repair made must be sealed, caulked, and/or painted to provide a professional finished appearance.

d. Windows must rise freely and stay in place (without sliding down), and locks must catch and lock. Broken glass must be replaced. If stock is not available, board the window

using plywood. Replace all worn or defective balances. Replace all torn or missing screens in their entirety.

e. When flooring needs to be replaced, no odd colors may be used to replace a few. Contractor must replace all of the floor tiles. **It is the Authority's expectation that no tile will be removed down to the mastic. The unit will have to be tested for presence of asbestos if tile is removed down to the mastic. Overlay is an acceptable replacement. A unit requiring more than one complete room of floor tile replacement per unit will be designated as needing a Major Repair and will have to be procured as such.** Replace all damaged or missing step treads.

f. Lighting - Replace faulty switches, Ground Fault Indicator GFI (must function/trip), receptacles, **NOTE: all electrical outlets must have a cover plate with no exposed wiring.** Panel boxes must not have any openings; blank breakers may be used. Light fixtures must also be checked for bare wires or deterioration; replace w/new. Replace all bulbs and globes as needed.

g. Lighting/electrical: Work only on surface wiring. Internal wiring will be performed by the Authority.

h. Plumbing (stop all drips, change internal parts or entire fixture if needed for tubs, lavatory and kitchen sinks. Replace all toilet seats. Call AMP Maintenance shop (contact names and telephone numbers to be provided) for major shut downs until repairs are made. Contractor is responsible for all stoppages in p-traps and fixtures. All in-wall or in-floor work stoppages will be performed by the Authority.

i. Cabinets - Repair or replace broken parts and hardware. Stain or paint cabinets if they are usable but showing signs of heavy wear.

j. Countertops – Repair or replace countertops that have missing or damaged laminated countertops.

k. Repair and/or replace anything missing or damaged in closets or storage areas.

l. Repair holes and all drywall where applicable. Repairs will be taped, coated and sanded.

m. Caulk all cracks between wall and ceilings. All repairs must be painted.

n. **Wax Out:** Upon completion of the maintenance phase/task, the Contractor shall wax all VCT tile floors within the unit before unit final inspection is performed. This is referred to as 'wax out.' After unit is inspected for repairs, all floors will be waxed with two coats of wax, all surfaces will be wiped down, all sinks and tubs will be cleaned out, and all steps will be painted before unit final inspection is performed.

o. Any damage done to units after maintenance by the Contractor from break-ins, vandalism, or natural disaster shall be the responsibility of the Authority. At the Authority's discretion units may need to be repaired at a separate per square foot rate.

4. **Turn-Key:** Turn-key is defined as assignment and completion of all three (3) tasks (i.e., cleaning, painting, and maintenance).

**NOTES FOR BIDDERS**

Bidders must provide a price per unit for each bedroom size for each services they are willing to provide.

All units: One (1) Bathroom and or/ one (1) Stairwell is included with all units.

Additional Stairwell and Bathroom: Some units may contain additional stairwell and additional full or half bathroom. Bidders must provide a price per unit for additional stairwell and additional bathroom if applicable.

Priming: The Authority may request that a unit be primed. Bidders providing painting services must provide price per unit for each bedroom size. The cost to prime must be included in the price. Separate line item not included in Turnkey price.

Cabinets Refinishing's: the Authority may request that the cabinets in a unit be refinished Separate line item not included in Turnkey price.

Refrigerators: If refrigerator is left in unit, Refrigerator shall be cleaned. Separate line item not included in Turnkey price.

Turnkey Bid: the Authority may require a unit be fully rehabilitated. Bidders' must provide a price per unit for cleaning, painting and maintenance of a unit.

**PRICING SCHEDULE:**

**Lot 1 – Cleaning**

**Lot 1 Instructions:**

- All lines must be completed.
- “Zero” and “Not Applicable” quotes are not acceptable

**A. CLEANING** – No additional bathrooms, staircase, or refrigerator

Efficiency \$\_\_\_\_\_ per unit

One Bedroom \$\_\_\_\_\_ per unit

Two Bedroom \$\_\_\_\_\_ per unit

Three Bedroom \$\_\_\_\_\_ per unit

Four Bedroom \$\_\_\_\_\_ per unit

Five Bedroom \$\_\_\_\_\_ per unit

**B. CLEANING ADDITIONAL SERVICES**

Additional Staircase \$\_\_\_\_\_

Additional ½ Bath \$\_\_\_\_\_

Additional Full Bath \$\_\_\_\_\_

Refrigerator \$\_\_\_\_\_

**C. CLEANING SQUARE FOOT COST** \$\_\_\_\_\_ per square foot

**Lot 2 – PAINTING**

**Lot 2 Instructions:**

- All lines must be completed.
- “Zero” and ‘Not Applicable” quotes are not acceptable

**A. PAINTING – No additional bathrooms or staircase**

Efficiency \$\_\_\_\_\_ per unit

One Bedroom \$\_\_\_\_\_ per unit

Two Bedroom \$\_\_\_\_\_ per unit

Three Bedroom \$\_\_\_\_\_ per unit

Four Bedroom \$\_\_\_\_\_ per unit

Five Bedroom \$\_\_\_\_\_ per unit

**B. PAINTING ADDITIONAL SERVICES**

Additional Staircase \$\_\_\_\_\_

Additional ½ Bath \$\_\_\_\_\_

Additional Full Bath \$\_\_\_\_\_

Refrigerator \$\_\_\_\_\_



**C. PRIMING** - No additional bathrooms or staircase

Efficiency \$\_\_\_\_\_ per unit

One Bedroom \$\_\_\_\_\_ per unit

Two Bedroom \$\_\_\_\_\_ per unit

Three Bedroom \$\_\_\_\_\_ per unit

Four Bedroom \$\_\_\_\_\_ per unit

Five Bedroom \$\_\_\_\_\_ per unit

**D. PRIMING ADDITIONAL SERVICES**

Additional Staircase \$\_\_\_\_\_

Additional ½ Bath \$\_\_\_\_\_

Additional Full Bath \$\_\_\_\_\_

**E. PAINTING SQUARE FOOT COST** \$\_\_\_\_\_ per square foot

**F. PRIMING SQUARE FOOT COST** \$\_\_\_\_\_ per square foot

**Lot 3 – MAINTENANCE**

**A. MAINTENANCE**

Efficiency \$\_\_\_\_\_ per unit

One Bedroom \$\_\_\_\_\_ per unit

Two Bedroom \$\_\_\_\_\_ per unit

Three Bedroom \$\_\_\_\_\_ per unit

Four Bedroom \$\_\_\_\_\_ per unit

Five Bedroom \$\_\_\_\_\_ per unit

**B. ADDITIONAL SERVICES**

Additional Staircase \$\_\_\_\_\_

Additional ½ Bath \$\_\_\_\_\_

Additional Full Bath \$ \_\_\_\_\_

Refinishing/Varnishing Cabinets \$ \_\_\_\_\_

Tile >360 Sq. Ft. \$ \_\_\_\_\_

Dry wall Plaster Repair  
>16 Sq. Ft. \$ \_\_\_\_\_

**Lot 4 – TURNKEY**

**A. TURNKEY-** including cleaning, painting, and maintenance

Efficiency \$ \_\_\_\_\_ per unit

One Bedroom \$ \_\_\_\_\_ per unit

Two Bedroom \$ \_\_\_\_\_ per unit

Three Bedroom \$ \_\_\_\_\_ per unit

Four Bedroom \$ \_\_\_\_\_ per unit

Five Bedroom \$ \_\_\_\_\_ per unit

**B. TURNKEY ADDITIONAL SERVICES**

Additional Staircase \$ \_\_\_\_\_

Additional ½ Bath \$ \_\_\_\_\_

Additional Full Bath \$ \_\_\_\_\_

Refrigerator \$ \_\_\_\_\_

Priming – No additional bathrooms or staircases

Efficiency \$ \_\_\_\_\_ per unit

One Bedroom \$ \_\_\_\_\_ per unit

Two Bedroom \$ \_\_\_\_\_ per unit

Three Bedroom \$ \_\_\_\_\_ per unit

Four Bedroom     \$\_\_\_\_\_ per unit

Five Bedroom     \$\_\_\_\_\_ per unit

Additional Priming Services

Additional Staircase \$\_\_\_\_\_

Additional ½ Bath     \$\_\_\_\_\_

Additional Full Bath \$\_\_\_\_\_

Refinishing/Varnishing Cabinets \$\_\_\_\_\_

>360 Sq. Ft. Tile                     \$\_\_\_\_\_

Drywall Plaster Repair  
>16 Sq. Ft.                             \$\_\_\_\_\_

**LOT 5 – Bulking (removal and proper, legal disposal of all bulk trash and furniture except appliance as referenced in the Cleaning section of the Scope of Services) contents of an apartment units.**

Efficiency     \$\_\_\_\_\_ per unit

One Bedroom     \$\_\_\_\_\_ per unit

Two Bedroom     \$\_\_\_\_\_ per unit

Three Bedroom \$\_\_\_\_\_ per unit

Four Bedroom     \$\_\_\_\_\_ per unit

Five Bedroom     \$\_\_\_\_\_ per unit

**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 —

[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] —

[x ] (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.



**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)

# Certifications and Representations of Offerors

## Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

### 2. Small, Minority, Women-Owned Business Concern Representation

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, 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 small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---



# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Certification of Payments
to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	
Signature		Date (mm/dd/yyyy)



# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-COLLUSIVE AFFIDAVIT  
(Prime Bidder)

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, Being first duly sworn, deposes and says that he/she is \_\_\_\_\_, (a partner or officer of the firm of, etc.) the party making the forgoing 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 to collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Montgomery Housing Authority of any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

---

(Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation)

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

WU Fgrct wo gpv qhJ qwulpi cpf Wtdcp F gxgnro gpv  
Office of Housing/Federal Housing Commissioner

WU Fgrct wo gpv qhCi tlewnwt g  
Farmers Home Administration

Rctv Kw dg eqo rnygf d{ Rtlpekr cmqhO wnkrco k{ Rtlqlgevu (See instructions)		Hqt J WF J S Hb J C wug qpr{	
Reason for submission: 30 Agency name and City where the application is filed		4. Project Name, Project Number, City and Zip Code	
5. Loan or Contract amount \$	6. Number of Units or Beds	7. Section of Act	8. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

90 Nwcmrt qrguf Rtlpekr cmcpf cwcej qti cplk cvlqp ej ctv hqt cmqti cplk cvlqpu

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	: Tqg qhGcej Rtlpekr cnlp Rtlqlgev	; 0Gzrgevdf ' Qy pgt uj lr lp Rtlqlgev	320UUP qt KtUGo rnyf gt Pwo dgt

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

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

Pco g qhRtlpekr cn	Uli pcwt g qhRtlpekr cn	Egtv Hecvqp Fcv*o o f f f {{{	Ctgc Eqf g cpf Vgr0Pq0
Vj kuhqto rtgrctgf d{ *rtlpvpcog+	Ctgc Eqf g cpf Vgr0Pq0		

# Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 02/29/2016)

**Uej gf wng C< Nkuvqh Rt gxlqwu Rt qlgevu cpf Ugevlqp : Eqpvtcevu** Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Pqvg<** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"Pq rt gxlqwu rct vlek cvlqp. Hlt uv Gzrgt lpegeö."**

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation [ guPq H{gu gznrlp		6. Last MOR rating and Physical Insp. Score and date

## Rct v Ht J WF Kpvt pcnRt qegulpi Qprf

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

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

**Ինքնաշարժիչ Եզրագծի վրա Ռեգիստրացիայի Վճար/4752**

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

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

**Եզրագծի տեղեկությունները լրացնելու համար (գլխիկ և 1)**

Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

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

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

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

**Կապի Օրենսդրության Հիմնարկի Վճար/4752**

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

Principals include all individuals, joint ventures,

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

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

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

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

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

**Կապի Օրենսդրության Հիմնարկի Վճար/4752 Օրենսդրության Հիմնարկի**

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

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

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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

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

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի**

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

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

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** <Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or

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

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** <Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** <Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** <Fill in the section of the Housing Act under which the application is filed.

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** <Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

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

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** < Fill in the percentage of ownership in the proposed project that each principal is expected to have.

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** < Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի**

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

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

**Կապի Օրենսդրության Հիմնարկի Եզրագծի Կապի Օրենսդրության Հիմնարկի** <List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

<p><b>Equino p 60</b>Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.</p> <p><b>Equino p 70</b> Explain any project defaults during your participation.</p> <p><b>Equino p 80</b>Provide the latest Management Review (MOR) rating and Physical Inspection score.</p> <p><b>Egtvllcevp</b>&lt;After you have completed all other parts of</p>	<p>form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form</p>	<p>should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.</p> <p>If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.</p> <p>Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony</p>	<p>convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.</p>
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The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

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

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

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

## FORM OF BID

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

**(1) Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete all the statements and certifications listed following herein:

[Table No. 1]

"X" = Item Included	Tab No.	Submittal Item (one original signature copy of each document)
	1	Form of Bid
	2	form HUD-5369-A
	3	Profile of Firm Form
	4	Proposed Services, Pricing Schedule
	5	Managerial Capacity/Financial Viability, including resumes
	6	Client Information
	7	Equal Employment Opportunity Statement
	8	Subcontractor/Joint Venture Information
	9	Section 3 Business Preference Documentation
	10	Other Information

**(2) SECTION 3 STATEMENT.** Are you claiming a Section 3 business preference? Yes ☐ No ☐ If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? \_\_\_\_\_.

**(3) Debarred Statement.** Has this company, or any principal(s) thereto, ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

MONTGOMERY HOUSING AUTHORITY, AL



## FORM OF BID

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

**(4) Disclosure Statement.** Does this company or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**(5) Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

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

**(7) Proposer's Statement.** The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the bid submittal pertaining to this IFB.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
MONTGOMERY HOUSING AUTHORITY, AL

## PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

(1) Prime ☐ Sub-contractor ☐ (This form must be completed by and for each).

(2) Name of Firm:

Telephone:

Fax:

Email:

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

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Alabama; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

## PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

(7) Proposer Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

<input type="checkbox"/> Caucasian American (Male) _____ %	<input type="checkbox"/> Public-Held Corporation _____ %	<input type="checkbox"/> Government Agency _____ %	<input type="checkbox"/> Non-Profit Organization _____ %
--	--	--	--

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

<input type="checkbox"/> Resident- Owned* _____ %	<input type="checkbox"/> African American _____ %	<input type="checkbox"/> Native American _____ %	<input type="checkbox"/> Hispanic American _____ %	<input type="checkbox"/> Asian/Pacific American _____ %	<input type="checkbox"/> Hasidic Jew _____ %	<input type="checkbox"/> Asian/Indian American _____ %
<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Woman-Owned (Caucasian) _____ %	<input type="checkbox"/> Disabled Veteran _____ %	<input type="checkbox"/> Other (Specify): _____ %			

WMBE Certification Number:

Certified by (Agency):

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of Alabama License Type and No.:

(11) Federal License Type and No.:

(12) Worker's Compensation Insurance Carrier:

Policy No.:

Expiration Date:

(13) General Liability Insurance Carrier:

Policy No.

Expiration Date:

(14) Professional Liability Insurance Carrier:

Policy No.

Expiration Date:

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

## Section 3 Business Preference Submittal Form

1.0 Introduction. This form must be fully completed, accompanied by all required attachments, for any proposer claiming a Section 3 Business Preference (hereinafter, "Preference").

1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.

1.2 Each proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.

1.3 The proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "preference claim" will be accomplished. Failure on the part of the proposer to include any such required attachment fully explaining the claim of the proposer shall result in the Agency not considering the claim for a Preference (though the Agency may, if awarded, later require the proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).

2.0 Current Section 3 Status. The undersigned proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the proposer has attached justifying documentation for each item following marked with an "X"):

2.1 \_\_\_\_ It is 51% or more owned by a Section 3 resident(s):

[Table No. 1]

(1) Section	(2) Mark "X" * if Included	(3) Description
2.1.1		Agency resident lease
2.1.2		Evidence of participation in a public assistance program
2.1.3		Articles of Incorporation
2.1.4		Fictitious or Assumed Business Name Certificate
2.1.5		List of owners/stockholders and % of each
2.1.6		Latest Board minutes appointing officers
2.1.7		Organization chart with names and titles and brief functional statement
2.1.8		Partnership Agreement
2.1.9		Corporation Annual Report

2.2 \_\_\_\_ At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

## Section 3 Business Preference Submittal Form

2.2.1 To justify this claim, please see the immediate following:

[Table No. 2]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income. Also attach proof of the income, such as a copy of the last tax return (please be sure to "black-out" all but the last 4 digits of the person(s) social security number), or any documentation showing proof of the receipt of public assistance.

2.3 \_\_\_\_He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

[Table No. 3]

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

## Section 3 Business Preference Submittal Form

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

2.3.2.3 Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to "black-out" all but the last 4 digits of the person(s) social security number) or any other documentation showing proof of receipt of public assistance.

3.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

[Table No. 4]

Priority Claimed (Mark "X")	Max Point Value	Factor Type	Factor Description
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 10 points awarded).
	10 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	10 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	10 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
N/A	7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
N/A	5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3

## Section 3 Business Preference Submittal Form

N/A			residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

4.0 The undersigned proposer hereby declares:

4.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

4.2 He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:

4.2.1 NOT award the proposer a Preference; and

4.2.2 If the Agency deems such is warranted (e.g. in the case of submitting information the proposer knows to be untrue), declare such proposer to be nonresponsive and not allow the proposer to receive an award.

4.3 He/she is aware that if he/she receives an award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful proposer has need to hire additional employees during the term of the ensuing contract.

The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

<b>SECTION 3 AND MBE PRE-AWARD COMPLIANCE CERTIFICATION</b>		Housing Authority of the City of Montgomery 525 South Lawrence Street Montgomery, AL 36104																																					
1. Contractor Name & Address (street, city, state, zip):	2. Contract Number and Description:	3. Dollar Amount of Contract:																																					
	4. Contact Person:	5. Phone Number:																																					
	6. Contracting Period:	7. Date Report Submitted:																																					
<b>Part I: Employment and Training of Section 3 Residents (If Prime Contractor is Section 3 Owned Check Here) <input type="checkbox"/></b>																																							
The employment and training component of section 3 applies to the prime contractor and all sub-contractors providing construction services and professional services to the Montgomery Housing Authority. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts.  <b>Instructions: Complete items A, B and C and adjoining worksheet</b>  A. Total Number of Current Employees? _____  B. Total Number of Anticipated New Hires & Trainees? _____  C. Total Number of Section 3 New Hires & Trainees? _____ (the established goal is 30% of Line B)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center; padding: 5px;">Adjoining worksheet</th> </tr> <tr> <th style="width: 33%; text-align: center; padding: 5px;">(A) Job Category</th> <th style="width: 33%; text-align: center; padding: 5px;">(B) Number of anticipated new hires and trainees</th> <th style="width: 33%; text-align: center; padding: 5px;">(C) Number of column (B) that will be Section 3 residents</th> </tr> <tr><td style="padding: 5px;">Professional</td><td></td><td></td></tr> <tr><td style="padding: 5px;">Technical</td><td></td><td></td></tr> <tr><td style="padding: 5px;">Office/Clerical</td><td></td><td></td></tr> <tr><td style="padding: 5px;">Construction by Trade (list)</td><td></td><td></td></tr> <tr><td style="padding: 5px;"> </td><td></td><td></td></tr> <tr><td style="padding: 5px;"> </td><td></td><td></td></tr> <tr><td style="padding: 5px;"> </td><td></td><td></td></tr> <tr><td style="padding: 5px;">Other (List)</td><td></td><td></td></tr> <tr><td style="padding: 5px;"> </td><td></td><td></td></tr> <tr><td style="padding: 5px;">Total</td><td></td><td></td></tr> </table>		Adjoining worksheet			(A) Job Category	(B) Number of anticipated new hires and trainees	(C) Number of column (B) that will be Section 3 residents	Professional			Technical			Office/Clerical			Construction by Trade (list)												Other (List)						Total		
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Total																																							
<b>Part II: Subcontract awards – Section 3 and MBE (If Prime Contractor is Section 3 Owned Check Here) <input type="checkbox"/></b>																																							
The contracting component of section 3 and minority-owned business participation apply to all prime contractors and sub-contractors providing construction services, professional services, and supplies to the Montgomery Housing Authority's project. It is the responsibility of the prime contractor to enforce the same requirements within any sub-contracts.  <b>Instructions: All contractors must complete item D. Complete item E for construction contracts only. Complete item F for professional service and supplier contracts only. All contractors must complete item G.</b>  D. Total dollar amount of all sub-contracts anticipated for this project?      \$ _____  <b>Applies to construction contracts only:</b> E. Total amount of anticipated Section 3 sub-contract awards?      \$ _____ (The established goal is 10% of Line D)  <b>Applies to professional service contracts and suppliers:</b> F. Total amount of anticipated section 3 sub-contract awards?      \$ _____ (The established goal is 3% of Line D)  <b>Applies to all contracts:</b> G. Total amount of anticipated minority-owned business contract awards?      \$ _____ (The established goal is 20% of Line D) A minority-owned business is an entity that is 51% owned or controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.																																							
<b>Part III: Certification</b>																																							
As a duly authorized representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 and Minority- Owned Business participation goals. It is further understood that the undersigned will enforce and ensure compliance within all sub-contracts.																																							
<b>Signature:</b>	<b>Print Name and Title</b>	<b>Date</b>																																					



"General Decision Number: AL20210129 01/01/2021

Superseded General Decision Number: AL20200129

State: Alabama

Construction Type: Highway

County: Dale County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

**----- (THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT) -----**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

SPECIAL PROVISIONS NO.: 18-WR0023

SUAL2019-008 11/13/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 15.34	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.71	0.00
ELECTRICIAN.....	\$ 20.41	7.49
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 19.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.28	0.00
LABORER GRADE CHECKER.....	\$ 15.89	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.11	0.00
LABORER: Common or General.....	\$ 11.29	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.44	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.65	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.64	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.37	0.00
OPERATOR: Bulldozer.....	\$ 16.59	0.00
OPERATOR: Crane.....	\$ 22.37	0.00
OPERATOR: Distributor.....	\$ 15.10	0.00
OPERATOR: Grader/Blade.....	\$ 17.22	0.00

OPERATOR: Loader.....	\$ 14.12	0.00
OPERATOR: Mechanic.....	\$ 17.97	0.00
OPERATOR: Milling Machine.....	\$ 15.54	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.01	0.00
OPERATOR: Roller.....	\$ 13.66	0.00
TRAFFIC CONTROL: Flagger.....	\$ 14.35	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 13.14	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.22	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.88	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.95	0.00

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

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

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

### Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

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

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

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"