



525 South Lawrence Street
Montgomery, Alabama 36104

MAILBOX REPLACEMENTS AND REPAIRS
GIBBS VILLAGE EAST AND GIBBS VILLAGE WEST
IFB Number 2022-02

TYPE OF PROJECT: Invitation for Bids (IFB) for replacement/repairs of some of the mailboxes and galvanized steel mailbox posts at two of MHA properties, namely Gibbs Village East, located at 1701 Terminal Rd., Montgomery, AL 36104 and Gibbs Village West, located at 2025 Terminal Rd, Montgomery, AL 36104.

DATE OF ISSUANCE: **MONDAY, JULY 25, 2022**

DESCRIPTION OF SERVICES: Make repairs or replace broken, damaged, or missing mailboxes and posts.

CONTACT PERSON: **SHEILA BROWN, PROCUREMENT/CONTRACT ADMINISTRATOR**
sbrown@mhatoday.org

PRE-BID CONFERENCE: **THURSDAY, AUGUST 18, 2022 @ 9:00 AM CST**
Montgomery Housing Authority
525 S. Lawrence St.
Montgomery, Alabama 36104

LAST DAY FOR QUESTIONS: **THURSDAY, AUGUST 25, 2022 @ 3:00 PM CST**

SUBMISSION DEADLINE: **THURSDAY, SEPTEMBER 1, 2022 @ 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: **THURSDAY, SEPTEMBER 1, 2022 @ 9:00 AM CST**

A complete copy of the IFB can be obtained by emailing sbrown@mhatoday.org, via website at www.mhatoday.org, 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 Thursday, August 18, 2022, Montgomery Housing Authority, located at 525 S. Lawrence St., Montgomery, AL 36104. **Contractors are encouraged to attend. Contractors will have an opportunity to walk the site 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 as General Contractors** 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.**

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 WORK

Contractor is to provide all necessary materials, labor, and, equipment needed to restore the mailbox systems.

At the date of this advertisement, 195 **mailboxes** in Gibbs Village East and 114 in Gibbs Village West need to be replaced.

At the date of this advertisement, 10 **mailbox posts** in Gibbs East and 4 in Gibbs West need to be replaced.

To help ensure coverage of the work needed should the number of repairs and replacements change prior to award, a unit-price for repair and replacement is required as part of the bid submission. Include the unit price information on company letterhead.

All repairs and replacements must conform to the requirements set forth by the United States Post Master in standard specifications (see Exhibit B). For sample photographs of existing conditions and site maps indicating locations of mailboxes, see Exhibit C. Exhibit D is the basis of design for the mailbox posts. **Exhibits B through D are attached hereto.**

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

Contract terms will be for seventy-five (75) workdays. 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 on file in the Procurement/Contract Office of the Montgomery Housing Authority, prior to contractor starting 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.

Each bid must contain an executed copy, if applicable, of the following attachments. If a form does not apply please state 'not applicable' and include in the bid submission:

- HUD 5369 Instructions for Bidders
- HUD 5369-A Representations/Certifications of Bidders
- HUD 5370-EZ General Contract Conditions Small Construction/Development Contracts
- HUD 50070 Drug-Free Workplace Certification

- HUD 50071 Certification of Payments to Influence Federal Transactions
- HUD SF-LLL Disclosure of Lobbying Activities
- Bid Bond
- Certificate as to Corporate Principal Form
- Non-Collusive Form
- Previous Participation Certification
- Form of Bid
- Bid Form
- Davis Bacon Wage Rates
- Performance Bond Form – **Submit if awarded**
- Labor and Material Payment Bond Form – **Submit if awarded**
- Profile of Firm
- Section 3 Compliance Commitment and Participation Election Form-**Attached hereto as part of Exhibit A**
- Company Information Form-**Last page of this IFB**

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.

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. A cashier check or bid bond payable to the MHA in the amount of not less than five (5) percent of the amount of the bid, but not more than \$10,000.00, will be required to be submitted with the bid. Successful bidder will be required to furnish and pay satisfactory Performance and Payment Bonds equal to the amount of the contract prior to the execution of the contract.

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 PROCESS:

4.1 Invitation for Bids (IFB)

This IFB is intended to provide a 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).

BONDING: All non-cash Bonds shall be issued by companies licensed to do business in the State of Alabama, approved by the U.S. Treasury and "A" rated or better. Payment & Performance Bonds shall be provided prior to the contract execution by both parties.

4.1.1 **Bid Bond:** MHA requires a Bid Bond for this proposal in the amount of 5% of the Base Bid. The Bid Bond shall be submitted with the Bid Proposal under Tab 1 with the original copy of the bid only.

4.1.2 **Performance Bond:** The Contractor must provide MHA a 100% Performance Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA prior to the contract execution by both parties, then the Contractor shall be in breach of contract.

4.1.3 **Payment Bond:** The Contractor must provide MHA a 100% Payment Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA prior to the contract execution by both parties, then the Contractor shall be in breach of contract.

4.2 **Time for Completion:** The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within the specified time in the Notice to Proceed. The time for completion includes allocation for severe weather days.

- 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 Bidder Calculation:** 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 wherein. 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 Bid Binder Format

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	Form of Bid. 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	Form HUD-5369-A Representations/Certifications of Bidders, 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, Non-Collusive Form and Certificate as to Corporate Principal. 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	Profile of Firm Form. 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	Proposed Services. The bidder shall place under this tab documentation further explaining the bidder's services and how the bidder intends to fulfill the requirements of the construction documents and scope of work, including, but not limited to: technical summary of activities, proposed schedule, and sequencing (Please place Bid Bond and Bid Form under this tab)
5.2.4.1		The bidder's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS .
5.2.4.2		The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .
5.2.4.3		The bidder's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
5.2.4.4		The bidder's DEMONSTRATED EXPERIENCE in performing similar work and the bidder's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (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		Proposed Engagement Letter. A copy of the bidder'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	Managerial Capacity/Financial Viability/Staffing Plan. The bidder'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 Profile of Firm Form . Such information shall include the bidder'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	Client Information. The bidder shall submit a listing of former or current clients, for whom the bidder 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	Equal Employment Opportunity/Supplier Diversity. The bidder 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	Subcontractor/Joint Venture Information. The bidder 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 bidder under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. Bidder shall submit a Profile of Firm form for each subcontractor.
5.2.9	9	Section 3 Plan and Participation Election Form Documentation. All bidders must read the attached Section 3 Plan (Exhibit A). All bidders must read, sign and submit the Section 3 Clause Compliance Commitment Form and Section 3 Participation Election Form. Any bidder who is a Certified Section 3 Business must include the certification, along with the Section 3 Business Concern Certification Form. These forms shall be included under this tab and be fully completed and executed. These forms are attached hereto as Exhibit A.
5.2.10	10	Other Information. The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation. Bidder shall include the Company Information form located at the end of this IFB.
5.2.11		No Information Placed under a Tab. 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." DO NOT eliminate any of the tabs.
5.2.12		Bidder Binder Binding Method. It is preferable and recommended that the bidder bind the binder to be submitted 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** that shows the company's name and address and **clearly** written on the outside of the sealed envelope must be the words **"IFB Number 2022-02 MAILBOX REPLACEMENTS AND REPAIRS @ Gibbs Village East and Gibbs Village West, DEADLINE: THURSDAY, SEPTEMBER 1, 2022 @ 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: AL20220054, dated February 25, 2022. **A copy is attached to the bid package.** In addition, certified weekly payroll forms will be required.

7.0 MATERIALS:

The selected contractor shall choose commercial, trademarked materials and products as necessary to comply with MHA's intent and interest in conforming to its standardization of products, components, and procedures.

8.0 CHANGE ORDERS:

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 Acting President/CEO, Glynis Tanner, 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:

- 9.1 Prior to acceptance and approval of payment, the Project Manager **must** sign-off on all work completed.
- 9.2 Payment to the Contractor shall be made upon acceptance of the work. By virtue of submitting a Periodic Estimate for Partial Payment (form HUD-51001), the Contractor certifies that all work for which partial and final payment is requested was completed in accordance with the scope of work.
- 9.3 Acceptance of the work and approval of payment must be in writing and signed by MHA's Contracting Officer or their authorized representative, prior to submission to the Finance Department for payment.

10.0 SECTION 3 COMPLIANCE:

All bidders are required to read MHA's Section 3 plan and be familiar with the timing of submission of requested/required forms. This information is attached hereto as Exhibit A-MHA's Section 3 plan and Links for Electronic Submission of Section 3 Forms. The Section 3 Plan as well as electronic links can also be found at www.mhatoday.org, by clicking on 'Services', then 'Bidding Opportunities, then the 'Section 3' tab.

Below is a snapshot of what will be included in all Section 3 covered contracts. Section 3 requirements do not apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section

3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

The following are also exemptions of Section 3 request- Professional service jobs are defined in 24 CFR 75.5 as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09.

"All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause, 24 CFR § 75.38):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

**THE REMAINDER OF THIS PAGE LEFT BLANK
INTENTIONALLY**



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

COMPANY INFORMATION FORM

(Bidders shall complete this form and include it in the bid packet under Tab No. 10)

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE #: _____

FAX #: _____

E-MAIL: _____

CONTACT(name): _____

YEARS OF OPERATION: _____

DESCRIPTION OF WORK: _____

ESTIMATED # DAYS TO
COMPLETE: 75
(Maximum 75 work days)

REFERENCES: _____

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

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

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date 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] —

☒ (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

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

☒ [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

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

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

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

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

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

8. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

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

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

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

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

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

-
- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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

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

(c) **Payrolls and Basic Records.**

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

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

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

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

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

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

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

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

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.)

1. Type of Federal Action: <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		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. 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: _____		
Federal Use Only:				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.

BID BOND

BOND NO. _____

KNOW ALL BY THESE PRESENTS, that we _____
_____ as Principal, hereinafter called the Principal, and _____
_____ (Bonding Company), a corporation duly organized
under the laws of the State of Alabama as Surety, hereinafter called the Surety, are held and firmly
bound unto the Montgomery Housing Authority (MHA) for the sum of \$ _____ Dollars
(\$ _____), for the payment of which sum will and truly to be made, the said
Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE , if the Montgomery Housing Authority shall accept the bid of the Principal
and the Principal shall enter into a contract with the MHA in accordance with the terms of such
bid, and give such bond or bonds as may be specified in the bidding or Contract documents with
good and sufficient surety for the faithful performance of such contract and for the prompt payment
of labor and materials furnished in the prosecution thereof, or in the event of the failure of the
MHA, the difference not to exceed the penalty hereof between the amount specified in said bid and
such larger amount for which the MHA may in good faith contract with another party to perform
work covered by said bid or an appropriate required amount as specified in the Invitation for Bids
then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ , 20 _____.

Principal

Witness

Title

Bonding Company

Witness

By: _____
Attorney in Fact

The Housing Authority of the City of Montgomery, Alabama

Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104
Telephone 334-206-7130 | Fax 334-206-7196

Bid Form

Mailbox Replacement/Repairs at Gibbs
East and Gibbs West
IFB No. 2022-02

To: _____ Date: _____

(Awarding Authority)

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned,

From: _____

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of

(Project Title)

The Bidder, which is organized and existing under the laws of the State of _____,

having its principal offices in the City of _____, is

☐ a Corporation ☐ a Partnership ☐ an individual ☐ (other)_____.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of _____ Dollars

(\$ _____)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ of the corporation
named as the Principal in the within bond; that _____,
who signed the said bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine, and that said
bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of
its governing body.

(Affix Corporate Seal)

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_____

WUFGrcetwogpvqhJqwlpi cfp Wldcp Fgxngro gpv
Office of Housing/Federal Housing Commissioner

WUFGrcetwogpvqhCitlewnwtg
Farmers Home Administration

RctvKw dg eqo rnygf d{ Rtlpekr cmqhO wnlkro k{ Rtqlgevu (See instructions)		Hqt J WF J S Hb J C wug qpr{	
Reason for submission: 30Agency 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)

90Nlucmrtrqrqgf Rtlpekr cmcpf cwcej qti cplk cvlqp ej ctvht cmqti cplk cvlqpu

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	: Tqg qhGcej Rtlpekr cnlp Rtqlgev	; 0Gzrgevdf ' Qy pgtuj lr lp Rtqlgev	320UUP qt KtUGo rmlf 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 ctpkpi <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 pcwvt g qhRtlpekr cn	EgtvHecvqp Fcv*o o Ff H{{{	Ctgc Eqf g cfp Vgr0Pq0
Vj luhqto rtgrctgf d{ *rtlpvpcog+	Ctgc Eqf g cfp 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 Hk Hqt 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 զետեղեցե՛ք (գրե՛ք կամ խմբագրե՛ք)

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

Րաճաճություն < 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.

Կապակցությունը Վճարագրության Հետ 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.

Զեղծակցություն < **Էկզիստենցիա** – 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.

Զեղծակցություն < 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.

Կապակցությունը Վճարագրության Հետ Վճար/4752 Օրենսդրության

Կապակցություն < 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.

Դիմում < **Գրե՛ք** < **Բացառություն** < 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.

Դիմում < **Գրե՛ք** < **Բացառություն** <

Դիմում < **Գրե՛ք** < **Բացառություն** < this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Դիմում < 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.

Դիմում < 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.

Դիմում < Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Դիմում < 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."

Դիմում < Fill in the section of the Housing Act under which the application is filed.

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

Դիմում < 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.

Դիմում < Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Դիմում < Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Ինքնաշարժիչ Եզրագրի վրա Դիմում

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.

Եզրագրի 40 < *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.

Եզրագրի 50 < List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Equino p 60Indicate 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.

Equino p 70 Explain any project defaults during your participation.

Equino p 80Provide the latest Management Review (MOR) rating and Physical Inspection score.

Egtvllcevp<After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form

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.

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.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony

convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 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.

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, Bid Bond, Bid Form
	5	Managerial Capacity/Financial Viability, including resumes
	6	Client Information
	7	Equal Employment Opportunity Statement
	8	Subcontractor/Joint Venture Information
	9	Certified Section 3 Business
	10	Other Information

(2) SECTION 3 STATEMENT. Are you a Certified Section 3 business?
 Yes ☐ No ☐ If "YES," please also provide your certificate under tab 9.

(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 bidder 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 bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder 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) Bidder's Statement. The undersigned bidder 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 bidder 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 bids to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the bid submitted binder 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 bid binder.)

(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) **Bidder 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 BID- 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

"General Decision Number: AL20220054 02/25/2022

Superseded General Decision Number: AL20210054

State: Alabama

Construction Type: Residential

County: Montgomery County in Alabama.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUAL2007-138 10/23/2007

	Rates	Fringes
BRICKLAYER.....	\$ 14.79 **	0.00
CARPENTER, Includes Form Work, and Overhead Door Installation.....	\$ 11.65 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.86 **	0.00
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 11.20 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 10.75 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 8.00 **	0.00
LABORER: Common or General.....	\$ 7.31 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 7.88 **	0.00
LABORER: Pipelayer.....	\$ 8.83 **	0.00
OPERATOR: Backhoe.....	\$ 11.45 **	0.00
OPERATOR: Bulldozer.....	\$ 12.60 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.40 **	0.00
PAINTER.....	\$ 8.00 **	0.00
PLUMBER.....	\$ 10.95 **	0.00
ROOFER, Includes Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 12.00 **	0.00
SHEET METAL WORKER.....	\$ 10.77 **	0.00
TRUCK DRIVER.....	\$ 10.06 **	0.00

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

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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.

=====

END OF GENERAL DECISIO"



SECTION 3 PLAN

[Revised to comply with HUD's Code of Federal Regulations (CFR) Title 24, Part 75]

(Adopted by Board Resolution No. 6642 on April 26, 2022)

1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Housing Authority of the City of Montgomery, Alabama and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements. MHA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

MHA may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

This plan shall be construed consistently with the requirements set forth in 24 CFR Part 75 and with the requirements set forth in HUD's Procurement Rules and Regulations and with the requirements of any applicable Alabama State bid laws. In the event that this Policy is deemed to conflict with any of the foregoing sources of legal authority, any such conflicting legal authority shall be deemed to supersede this policy and shall be deemed to be controlling. Likewise, to the extent that 24 CFR Part 75 is amended or interpreted by HUD, the requirements of any such amendment or interpretation shall be deemed to be included herein.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3. Additionally, Professional service jobs are defined in 24 CFR 75.5 as “non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.” These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09.

2. Section 3 Coordinator

MHA’s Section 3 Coordinator shall serve as the central point of contact for Section 3 compliance for MHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to MHA’s Section 3 Coordinator with questions regarding Section 3 compliance.

3. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

MHA and its contractors and subcontractors will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C below. After completion of the project, on the Section 3 Cumulative Report, in the Appendices hereto, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must report on the qualitative nature of their Section 3 compliance activities and provide documentation of same. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.

- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns (note that such should not be used as a means to avoid any applicable federal or state procurement requirements).
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

B. SAFE HARBOR BENCHMARKS

MHA has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance or 24 CFR Part 75.19 - for housing and community development financial assistance. The safe harbor benchmark goals are as follows:

(for public housing financial assistance)

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

(for housing and community development financial assistance)

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, MHA will review and update the Section 3 Plan annually, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the MHA are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

EMPLOYMENT AND TRAINING

Under the MHA's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

(for public housing financial assistance)

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(for housing and community development financial assistance)

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the MHA's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

(for public housing financial assistance)

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

(for housing and community development financial assistance)

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from MHA or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance or housing and community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to MHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, MHA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

The Section 3 Certification Form included in the Appendix can be used to document the status of a Section 3 worker. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

(for public housing financial assistance)

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) A resident of public housing; or
 - b) A resident of other public housing projects or Section 8-assisted housing; or
 - c) A YouthBuild participant.

(for housing and community development assistance)

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:

- a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
- b) A YouthBuild participant.

The Targeted Section 3 Certification Form included in the Appendix can be used to document the status of a Targeted Section 3 worker. The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, MHA must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, MHA may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, MHA will follow subpart C of Part 75. Refer to chart in [Appendix B](#).

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

The MHA, should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to MHA, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form.

Businesses that consider themselves as a Section 3 Business Concern can self-certify by visiting the HUD Section 3 Business Registry Website: <http://www.hud.gov/Sec3Biz>. MHA can accept the completed self-certification form as long as MHA does not have reason to doubt the business' eligibility. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of a contract or any applicable procurement requirements.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the MHA previously approved the business concern to be Section 3 certified, then the same certification can be submitted along with a bid or proposal, as long as the form is submitted within the prescribed expiration

date. The Section 3 Business Concern Certification Form will expire after 3 months after completion of a contract with MHA. Establishing a 3-month certification of eligibility period allows the MHA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

Qualifying as a Section 3 businesses does not mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price.

PROOF OF QUALIFICATIONS

In accordance with the regulation, residents and business concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or sub-recipient (if requested) verifying that they meet the definitions provided above for Section 3 worker, Targeted Section 3 worker, and Section 3 Business.

In addition to the above certifications, MHA can use its discretion for determining the type of verification that is required by prospective Section 3 workers, Targeted Section 3 workers, and business concerns. Some examples include proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract.

5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, MHA will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>

- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage MHA 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

6. Section 3 Outreach

A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, MHA's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in MHA's Section 3 database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices

- c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. OUTREACH EFFORTS FOR CONTRACTING

When applicable contracting opportunities arise, MHA will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the MHA as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

MHA shall incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the MHA be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form set forth in the Appendices hereto.

BID OR PROPOSAL EVALUATION

Contractors who fail to address Section 3 requirements, when applicable, in Bid or Proposal Evaluations will be deemed nonresponsive as set forth herein. This means that in the proposal or bid documents submitted to MHA, when applicable, the Contractor's Section 3 Clause Compliance Commitment and Section 3 Participation Election Form must be completed including applicable attachments and supporting documentation.

After written notice from MHA specifying any defects in the Section 3 information, contractors will be given

no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in MHA declaring the bidder or respondent as non-responsive.

8. Section 3 Provisions/Contract Language

MHA will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. MHA will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit MHA contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 (for public housing financial assistance) or 24 CFR Part 75.19 (for housing and community development financial assistance).

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may, at the sole discretion of MHA, result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9. Reporting and Compliance Requirements

MHA is required to keep records and documentation certifying compliance with Section 3 benchmarks, and with Prioritization of Efforts.

COMPLIANCE REPORTING

MHA must report annually to HUD in a manner consistent with reporting requirements for the applicable HUD program. MHA will be considered to be in compliance with Section 3 Safe Harbor 1) by certifying compliance with Prioritization of Efforts in §75.9, and 2) by meeting the established Benchmark Goals for Section 3 and Target Section 3 workers.

If reporting indicates that MHA has not met the Section 3 Benchmarks, then MHA must report in a method on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Please note that it is important to document efforts made to comply with Section 3. Files should illustrate attempts to meet Section 3 benchmarks. The mere existence of a Section 3 Action Plan is not sufficient. Affirmative attempts to reach Section 3 goals must be made.

CONTRACTOR COMPLIANCE

Contractors will be required to comply with the Prioritization of Efforts for each contract.

Priority I. Employment and Training Compliance: Contractors will be considered to be in compliance by meeting the 25% and 5% Benchmark Goals for each project, or by providing proof of efforts to provide employment or training opportunities to Section 3 and Targeted Section 3 workers.

Priority II. Contracting Compliance: Contractors will be considered to be in compliance by providing documentation of contracting with Certified Section 3 Business Concerns.

As part of each bid or proposal submitted, the contractor must document their workforce byposition. Such information will be verified at the commencement of the contract.

Contractors will be required to complete the Targeted/ Section 3 Worker Tracking Form (See Appendix) on a monthly basis to clearly identify the Section 3 hires. The contractor must comply with the Section 3 requirements throughout the life of the contract. MHA will periodically audit this information at its discretion. Failure to comply with the monthly documentation may result in the termination of the contract at MHA's discretion.

Contractors employing Targeted Section 3 Workers, Section 3 Workers, and Section 3 BusinessConcerns must obtain and provide documentation to demonstrate such for meeting Section 3 goals.

REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, MHA shall report on the project as a whole and will identify the multiple associated recipients.

2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the MHA will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, MHA encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed in a timely manner after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. MHA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The MHA will provide written documentation detailing the findings of the investigation. The MHA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available in a timely manner after receipt of the complaint. If complainants wish to have their concerns considered outside of the MHA a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate

against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

11. Appendices

APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

APPENDIX C: FORMS

- 1) Targeted Section 3 Worker Certification
- 2) Section 3 Worker Certification
- 3) Targeted/ Section 3 Worker Tracking Form
- 4) Section 3 Permanent Workforce Form
- 5) Section 3 Business Concern Self-Certification: <http://www.hud.gov/Sec3Biz>
- 6) Section 3 Bid or Proposal Compliance Forms
 - a. Section 3 Clause Compliance Commitment
 - b. Section 3 Participation Election Form
- 7) Cumulative Report

Montgomery Housing Authority Section 3

Targeted Section 3 Worker Certification Form

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Targeted Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ I am employed by a Section 3 business concern.

OR within the past 5 years:

_____ I am a public housing resident or HCV Section 8 Resident of MHA.

_____ I am a resident of other housing assisted by MHA or in MHA's management portfolio.

_____ I am a YouthBuild participant.

The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Montgomery Housing Authority Section 3

Section 3 Worker Certification Form

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ My annual income for the previous year or projected current year is below the HUD Low Income Individual Median Income (80%). I have attached a copy of the HUD income limits obtained from <https://www.huduser.gov/portal/datasets/il.html> for the year in which I comply.

_____ I am employed by a Section 3 business concern.

_____ I am a YouthBuild participant.

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Montgomery Housing Authority Section 3 Policy

TARGETED SECTION 3, SECTION 3 AND NON-SECTION 3 WORKER TRACKING FORM

*This form must be submitted monthly

For Month Ending: _____

Name of Employee/Worker Job Title INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SSN)	Non Section 3 Worker Yes or No	Targeted Section 3 Workers Yes or No	Section 3 Workers Yes or No	Total Labor Hours Worked

Montgomery Housing Authority Section 3

SECTION 3 PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the contractor.
This form may be compared to Davis -Bacon Payrolls for cross referencing purposes.

Project Name: _____ Name of Contractor: _____

Address: _____ Date: _____

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median Income	
		YES	NO		YES	NO

I certify the above employees are permanent employees of _____. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to MHA for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Print Name

Signature

Date

Montgomery Housing Authority Section 3

SECTION 3 CLAUSE COMPLIANCE COMMITMENT

All Section 3 covered contracts shall include the following cause (referred to as the Section 3 Clause, 24 CFR § 75.38):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts 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).

Acknowledged:

For: _____
Company Name

By: _____

Date: _____

Montgomery Housing Authority Section 3

SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, **to the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. MHA's Section 3 Policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements. Undersigned certifies that he/she has received a copy of such policy, reviewed such policy, and is familiar with the requirements set forth therein.

How will your company fulfill its Section 3 Requirement?

- ☐ Certified Section 3 Business (Include Certification)
- ☐ Priority I – Employment/Training of Section 3 Workers in the priority set forth in MHA's Section 3 Policy, Section 3C
- ☐ Priority II – Contracting with Section 3 Businesses in the priority set forth in MHA's Section 3 Policy, Section 3C

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

Name: _____

Company: _____

Address: _____

Phone No: _____

Email Address: _____

Authorized By: _____

SECTION 3

CUMULATIVE REPORT

Upon final completion of a project, contractors and subcontractors shall provide the following certifications to MHA:

On behalf of the contractor or subcontractor identified below, undersigned represents, warrants, and certifies that such contractor or subcontractor has followed the prioritization of effort requirements as set forth in the attached Section 3 Clause Compliance Commitment (attach hereto executed Section 3 Clause Compliance Commitment).

By signing the below acknowledgement, Contractor or Subcontractor hereby represents, warrants, and certifies that it has met the safe harbor requirements set forth in Section 3B of MHA's Section 3 Plan. Otherwise, if the contractor and subcontractor has not met the safe harbor requirements set forth in Section 3B of MHA's Section 3 Plan, the contractor or subcontractor must explain below why meeting the benchmarks were not feasible. Any such contractor or subcontractor must also describe below on the qualitative nature of its Section 3 compliance activities (see Section 3A of MHA's Section 3 Plan for examples) and provide documentation of same:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Acknowledged:

For: _____
Contractor or Subcontractor Name

By: _____

Montgomery Housing Authority Section 3

Date: _____

Section 3 Business Concern Certification Form

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	<input type="checkbox"/>
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	<input type="checkbox"/>
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	<input type="checkbox"/>

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Exhibit A-Links for MHA Section 3 forms

See links below for each form. You will also find guidance on when each form should be submitted.

1) Targeted Section 3 Worker Certification

https://docs.google.com/forms/d/e/1FAIpQLSdG26pigB1sxRI_36pGnhG9CbtVNjWUnbiXA2CEAl_HoH5D5A/viewform?usp=sf_link

- *Targeted Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as targeted Section 3 worker, per HUD guidelines. This form should also be completed by any new targeted Section 3 workers hired after the contract start date.)*

2) Section 3 Worker Certification

https://docs.google.com/forms/d/e/1FAIpQLSdCIDAbBgdsJS0G4vAzDf6tfh9_IpizTXPTeT3iOd5Fq8UvAg/viewform?usp=sf_link

- *Regular Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as regular Section 3 worker, per HUD guidelines. This form should also be completed by any new regular Section 3 workers hired after the contract start date. Form must only be completed once per contract term or if the worker's status changes.)*

3) Section 3 Worker Tracking Form

https://docs.google.com/forms/d/e/1FAIpQLSfp05sNh2jv-QTgTsyqEkgROcYP41sTlGu6q9v0tGuiClGPg/viewform?usp=sf_link

- *Targeted Section 3/Section 3/Non-Section 3 Worker Tracking Form (to be completed monthly by contractor and/or vendor and must include all employees working on the MHA contract or services))*

4) Section 3 Permanent Workforce Form

https://docs.google.com/forms/d/e/1FAIpQLSd9btz5CVCeC9NjIRZGsvSCHbWbw6Ex9zGAtVnG6JmvLdrGig/viewform?usp=sf_link

- *Section 3 Permanent Workforce Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

5) Section 3 Business Concern Certification Form: <http://www.hud.gov/Sec3Biz>

https://docs.google.com/forms/d/e/1FAIpQLSfjoDHfrQy7Y1iIA2z0Rg0VgRnxx6Fj6CHRzMq19bD_Hs1qIHQ/viewform?usp=sf_link

- *Section 3 Business Concern Certification Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

6) Section 3 Bid or Proposal Compliance Forms

a. Section 3 Clause Compliance Commitment

https://docs.google.com/forms/d/e/1FAIpQLSeDLY9a2gakOvclrn1UjsO_e3EOVHblhopjzo5vQchX0N0k8w/viewform?usp=sf_link

- *Section 3 Clause Compliance Commitment Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

b. Section 3 Participation Election Form

https://docs.google.com/forms/d/e/1FAIpQLSfjkyAl7kbBI_YOLNGTcUn7r4DIEztZWJweIE4JDppWzIDkcQ/viewform?usp=sf_link

- *Section 3 Participation Election Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

7) Cumulative Report

https://docs.google.com/forms/d/e/1FAIpQLSdADZ9_CeN5g_Pev2RCpoizq1gQ3fhDhRF7xAMFNXaF6JgArg/viewform?usp=sf_link

- *Section 3 Cumulative Report (to be completed by the contractor or vendors within 15 days of completion of the MHA contract or service provided. This should be included with the final invoice.)*



525 South Lawrence Street
Montgomery, Alabama 36104

Exhibits B through D



525 South Lawrence Street
Montgomery, Alabama 36104

EXHIBIT B

**U.S. POSTAL SERVICE STANDARD
MAILBOXES, CURBSIDE**

1. SCOPE AND CLASSIFICATION

1.1 Scope - This standard covers all curbside mailboxes. Curbside mailboxes are defined as any design made to be served by a carrier from a vehicle on any city, rural or highway contract route. This standard is not applicable to mailboxes intended for door delivery service (see 8.1).

1.2 Classifications - Based on their design, curbside mailboxes are classified as either:

Non-Locked Mailboxes:

T – Traditional - Full or Limited Service (see 3.1.1, 3.1.1.1 & Figure 1A)

C – Contemporary - Full or Limited Service (see 3.1.1 & 3.1.1.2)

LC – Large Capacity - Full or Limited Service (see 3.1.1, 3.1.1.3 & Figure 1B)

Locked Mailboxes:

LMS – Locked, Mail Slot Design - Full or Limited Service (see 3.1.2, 3.1.2.1 & Figures 2A & 2B)

LLC – Locked, Large Capacity / USPS Security Tested - Full or Limited Service (see 3.1.2, 3.1.2.2 & Figure 3)

1.3 Approved Models

1.3.1 Approved Models – A list of manufacturers whose mailboxes have been approved by the United States Postal Service (USPS) will be published annually in the Postal Bulletin. A copy of the most current list of approved models is also available from the office listed in 1.3.2.

1.3.2 Interested Manufacturers - Manufacturing standards and current information about the manufacture of curbside mailboxes may be obtained by writing to:

USPS ENGINEERING SYSTEMS
DELIVERY AND RETAIL TECHNOLOGY
8403 LEE HIGHWAY
MERRIFIELD, VA 22082-8101

2. APPLICABLE DOCUMENTS

2.1 Specifications and Standards - Except where specifically noted, the specifications set forth herein shall apply to all curbside mailbox designs.

2.2 Government Document - The following document of the latest issue is incorporated by reference as part of this standard.

United States Postal Service

Postal Operations Manual (POM)

Copies of the applicable sections of the POM can be obtained from USPS Delivery and Retail, 475 L'Enfant Plaza SW, Washington, D.C. 20260-6200.

2.3 Non-Government Documents - The following documents of the latest issue are incorporated by reference as part of this standard.

American Standards for Testing Materials (ASTM)

ASTM G85	Standard Practice for Modified Salt Spray (Fog) Testing
----------	---

ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
-----------	---

Copies of the preceding documents can be obtained from the American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.

Underwriters Laboratories (UL)

UL 771	Night Depositories (Rain Test Only)
--------	-------------------------------------

Copies of the preceding document can be obtained from Underwriters Laboratories Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096

3. REQUIREMENTS

3.1 General Design - Mailboxes must meet regulations and requirements as stipulated by USPS collection and delivery, operation and policy (see 2.2). This includes carrier door operation as stated (see 3.3), flag operation (see 3.6), incoming mail openings and the retrieval of outgoing mail (see below in 3.1). The manufacturer determines the opening style, design and size; however, the carrier must be able to deposit the customer's mail. Outgoing mail for full service designs must be able to be pulled straight out of the mailbox without interference from protrusions, hardware, etc. Mailboxes must be capable of passing the applicable testing requirements (see Section 4). Mailboxes must not be made of any transparent, toxic, or flammable material (see 3.2). The mailbox must protect mail from potential water damage which may result from wet weather conditions (see 4.4). Any advertising on a mailbox or its support is prohibited. Additional specific requirements follow.

3.1.1 Non-Locked Designs (Limited and Full Service) – Mailbox designs that conform to any of the three design types specified in 3.1.1 will be classified as non-locked with the appropriate sub-designation. Designs incorporating a carrier signal flag (see 3.6) will be classified as full service mailboxes. Designs with no flag will be classified as limited service (see 3.11). As specified in 3.4, a rear door is permitted to enable the customer to remove mail without standing in the street. The use of any ancillary items (i.e., locks, locking devices or inserts) that either require the carrier to use a key to gain access to a non-locked mailbox or that restrict or reduce the interior opening of the mailbox, once the front door has been fully opened, is prohibited. *There is no local Postmaster approval exception for this prohibition.*

3.1.1.1 Traditional Designs (Limited and Full Service) – Mailbox designs that conform to Figure 1A and meet the limited capacity requirements specified in 4.2.1 will be classified as Traditional (T).

3.1.1.2 Contemporary Designs (Limited and Full Service) – Mailbox designs that do not conform to dome-rectangular shape of Traditional designs but meet the limited capacity requirements specified in 4.2.1, while not exceeding the maximum dimensions of Figure 1A, will be classified as Contemporary (C).

3.1.1.3 Large Capacity Designs (Limited and Full Service) – Mailbox designs that conform to Figure 1B and meet the expanded capacity requirements specified in 4.2.2 will be classified as Large Capacity (LC).

3.1.2 Locked Designs – Mailbox designs that conform to either of the two design types specified in 3.1.2 will be classified as Locked with the appropriate sub-designation.

3.1.2.1 Locked, Mail Slot Designs (Limited and Full Service) – Mailbox designs that conform to either Figure 2A or 2B and meet the limited-capacity requirements specified in 4.2.1 will be classified as Locked, Mail Slot Design (LMS). This locking design option provides non-USPS-tested security for customer's incoming mail. Although the shape and design are less restrictive, these Locked mailbox designs must meet the same applicable functional requirements. Designs having a slot for incoming mail must be at least 1.75 inches high by 10 inches wide. If a slot has a protective flap, it must operate inward to ensure mail can be inserted in horizontal manner without requiring any additional effort by the carriers (see Figure 2B). The slot must be positioned on the front side of the mailbox facing the street. In addition, the slot must be clearly visible and directly accessible by mail carriers. Any designs that allow for outgoing mail must meet all applicable requirements of this standard.

3.1.2.1.1 Full Service – Locked mailbox designs of this class allow for both incoming and outgoing mail as depicted in Figure 2A. Both incoming and outgoing mail functionality must be located behind a single carrier service door as shown in Figure 2A. While it is preferred¹ that the outgoing mail function be handled via use of the backside of the front door, any alternate use of a separate outgoing mail compartment, such as beneath or side-by-side with the incoming mail compartment, is permitted provided that no additional carrier service is introduced. All designs must allow the carrier direct access to grasp and retrieve the outgoing mail.

3.1.2.1.2 Limited Service – Locked mailbox designs of this class allow only for incoming mail as shown in Figure 2B.

3.1.2.2 Locked, Large Capacity / USPS-Security-Tested Designs (Limited and Full Service) – Mailbox designs that conform to Figure 3 and meet both the expanded capacity requirements specified in 4.2.2 and security testing specified in 4.12 will be classified as Locked, Large Capacity/USPS-Security-Tested (LLC).

3.1.2.2.1 Full Service – Locked mailbox designs of this class allow for both incoming and outgoing mail as depicted in Figure 3. Both incoming and outgoing mail functionality must be located behind a single carrier service door as shown in Figure 3. While it is preferred¹ that the outgoing mail function be handled via use of the backside of the front door, any alternate use of a separate outgoing mail compartment, such as beneath or side-by-side with the incoming mail compartment, is permitted provided that no additional carrier service is introduced. All designs must allow the carrier direct access to grasp and retrieve the outgoing mail.

3.1.2.2.2 Limited Service – Locked mailbox designs of this class allow only for incoming mail. Refer to the two Locked mailbox feature exceptions linked to Note 10 of Figure 3.

3.1.3 Mailbox Accessories – Decorative art and devices can be attached to the exterior of approved mailbox designs provided they do not interfere with mail delivery or present a safety hazard. Devices can also be mounted in the interior of approved mailboxes, provided they do not cause the intended mailbox to fail either capacity test described in 4.2, and do not interfere with mail delivery or present a safety hazard. Any advertising on a mailbox or its support is prohibited. Unrestricted spring-loaded devices and designs are prohibited. Auxiliary flags or devices used to signal the customer that the mail has arrived must operate automatically without requiring additional carrier effort.

3.2 Materials - Ferrous or nonferrous metal, wood (restrictions apply), plastic, or other materials may be used, as long as their thickness, form, mechanical properties, and chemical properties adequately meet the operational, structural, and performance requirements set forth in this standard. Materials used must not be toxic, flammable or transparent.

3.2.1 Mailbox Floor - The entire bottom area of all mailboxes, where mail would rest, must be fabricated to prevent mail from damage due to condensation or moisture. Except for the internal mail compartment of locked style mailboxes, all designs must not present a lip or protrusion that would prevent the mail from being inserted or pulled straight out of the mailbox. The surface of the floor cannot be made of wood material. The floor shall be ribbed as shown in Figures 1A, 1B, 2A, 2B and 3 or dimpled, embossed, or otherwise fabricated provided the resulting surface area (touching mail) does not exceed the boundary of a square with sides of

¹The term 'preferred' as used throughout this document in conjunction with any requirement implies that compliance is desired but not mandatory.

0.25 inch (per dimple or impression) and is a minimum of 0.12 inch high on centers not exceeding 1 inch. A mat insert having a raised surface contour may be used for the internal mail compartment of locked style mailboxes only (see Figure 2A, 2B and 3).

3.2.2 Carrier Signal Flag – The carrier signal flag cannot be made of wood. Plastic is the preferred material.

3.2.3 Door Handle – The door handle cannot be made of wood. Plastic is the preferred material.

3.3 Carrier Service Door – There must be only one carrier service door that must provide access for mail delivery and collection intended by the unit and meet USPS delivery operational requirements (see 2.2). The door must meet the applicable testing requirements specified in 4.3. The carrier service door must operate freely and solely by pulling outward and downward with a convenient handle or knob. The design of the door, including hinges and handles, must provide protection against wind, rain, sleet, or snow (see 4.4). Door latches must hold the door closed but allow easy opening and closing requiring no more than 5 pounds of force. The action of the latch must be a positive mechanical one not relying solely on friction of the hinge parts. The door shall not be spring-loaded. Magnetic latches are acceptable provided adequate closure power is maintained during ambient conditions specified in 4.7 and applicable testing described in Section 4. It is preferred that by either tactile sensation or sound (i.e., a snap or click) carriers are alerted that the door is properly shut. The door, once opened, must remain in the open position until the carrier pushes it closed. The door must rotate a minimum of 100 degrees when opened and it is preferred that the maximum rotation be limited to 120 degrees or less. When in a fully opened and rest position, the opening angle of the door cannot measure more than 180 degrees. No protrusions other than the handle/knob, door catch, alternate flag design, decorative features or markings are permitted on the carrier service door. Protrusions of any kind that reduce the usable volume within the mailbox when closed are not acceptable. See 3.1.2 for carrier service door requirements for Locked mailbox designs.

3.3.1 Handle/Knob - The handle or knob shall have adequate accessibility to permit quickly grasping and pulling it with one hand (with or without gloves) to open the door. The handle or knob must be located within the top 1/3 of the door. Various acceptable handle and knob designs with required dimensions are depicted in Figure 5. Other designs may be acceptable provided they allow enough finger clearance and surface area for carriers to grasp.

3.4 Rear Doors – Both locking and non-locking mailbox designs may have rear doors.

3.4.1 Non-Locking Mailbox Designs – These mailbox designs may have a rear door, provided that it does not interfere with the normal delivery and collection operation provided by the carrier, require the carrier to perform any unusual operations or prevent the applicable capacity test gauge from fully inserting. The rear door must not be susceptible to being forced open as a result of large mail items such as newspapers and parcels being inserted through the carrier service door. The rear door must meet the applicable testing requirements specified in Section 4.

3.4.2 Locking Mailbox Designs – These designs must have a customer access door that may be located as shown in Figures 2A, 2B and 3 on the rear wall of the mailbox. However, for locking mailbox designs, the customer access door may be located on a side wall. For locking designs submitted for approval under 3.1.2.2, this door must be subject to the security test requirement in 4.12.

3.5 Locks – Locked mailbox designs, which are submitted for approval under 3.1.2.2, must meet the security test requirements of 4.12 to ensure that incoming mail is only accessible by the customer to the performance level required. The use of locks on all non-locked mailbox designs is prohibited. Manufacturers must include the following statement in their instructions to customers:

IT IS IMPORTANT TO NOTE THAT IT IS NOT THE RESPONSIBILITY OF MAIL CARRIERS TO OPEN MAILBOXES THAT ARE LOCKED, ACCEPT KEYS FOR THIS PURPOSE, OR LOCK MAILBOXES AFTER DELIVERY OF THE MAIL.

3.6 Carrier Signal Flag – Non-locked and locked mailbox designs classified as Full Service must have a carrier signal flag. While it is preferred that the flag design be one of the approved concepts depicted in Figures 1A, 1B, 2A, 3, and 4, alternates must be considered for approval if all other dimensional and test requirements are otherwise met. As shown in each figure, the flag must be mounted on the right side when facing the mailbox from the front. The flag must not require a lift of more than 2 pounds of force to retract. Additionally, when actuated (signaling outgoing mail), the flag must remain in position until retracted by the carrier. The color of the flag must be in accordance with requirements described in 3.9. The operating mechanism of the flag must not require lubrication and must continue to operate properly and positively (without binding or excessive free play) after being subjected to the test described in Section 4. Optionally, the flag may incorporate a self-lowering feature that causes it to automatically retract when the carrier service door is opened provided no additional effort is required of the carrier. The self-lowering feature cannot present protrusions or attachments and must not interfere with delivery operations in any manner or present hazardous features as specified in 3.1.

3.7 Marking - The mailbox must bear two inscriptions on the carrier service door: "U.S. MAIL" in a minimum of 0.50 inch-high letters and "Approved By The Postmaster General" in a minimum of 0.18 inch high letters. These inscriptions may be positioned beneath the incoming mail slot for Limited Service Locked (Mail Slot Design) mailboxes as shown in Figure 2B. Markings must be permanent and may be accomplished by applying a decal, embossing on sheet metal, raised lettering on plastic, engraving on wood or other methods that are suitable for that particular unit. The manufacturer's name, address, date of manufacture (month and year), and model number or nomenclature must be legible and permanently marked or affixed on a panel (rear, backside of door, bottom or side interior near the carrier service door) of the mailbox that is readily accessible and not obscured.

3.7.1 Modified Mailbox Marking - Mailboxes that use previously approved units in their design must include marking stating the new manufacturer's name, address, date of manufacture and model nomenclature in a permanent fashion and location as described in 3.7. Additionally, the "U.S. MAIL" and "Approved By The Postmaster General" marking must be reapplied if it is obscured or obliterated by the new design.

3.8 Coatings and Finishes – The choice of coatings and finishes is optional, provided all requirements of this standard are met. All coatings and finishes must be free from flaking, peeling, cracking, crazing, blushing, and powdery surfaces. Coatings and finishes must be compatible with the mailbox materials. Except for small decorative accents, mirror-like coatings or finishes are prohibited. The coating or finish must meet the applicable testing requirements described in 4.6.

3.9 Color - The color of the mailbox and flag must be in accordance with the requirements stated in 3.9. The mailbox may be any color. The carrier signal flag can be any color except any shade of green, brown, white, yellow or blue. The preferred flag color is fluorescent orange. Also, the flag color must present a clear contrast with predominant color of the mailbox.

3.10 Mounting - The mailbox must be provided with means for convenient and locked mounting that meets all applicable requirements. The manufacturer may offer various types of mounting accessories such as a bracket, post or stand. Although the Postal Service does not regulate the design of mounting accessories, no part of the mounting accessory is permitted to project beyond the front of the mounted mailbox. Mounting accessories must not interfere with delivery operations as described in 3.1.3 or present hazardous features as described in 3.13. See Section 8 for additional important information.

3.11 Instructions and Product Information

3.11.1 Assembly and Installation - A complete set of instructions for assembling and mounting the mailbox must be furnished with each unit. The instructions must include the following conspicuous message:

INSTALLERS ARE **REQUIRED** TO CONTACT THE LOCAL POST OFFICE BEFORE INSTALLING THE MAILBOX TO ENSURE ITS CORRECT PLACEMENT AND HEIGHT AT THE STREET. GENERALLY, MAILBOXES ARE INSTALLED AT A HEIGHT OF 41 – 45 INCHES FROM THE ROAD SURFACE TO EITHER THE INSIDE SURFACE OF THE MAILBOX THAT THE MAIL IS PLACED ON BY THE CARRIER OR TO THE LOWEST EDGE OF MAIL ENTRY (FOR LOCKED MAIL SLOT DESIGNS) AND ARE SET BACK 6 – 8 INCHES FROM THE FRONT FACE OF CURB OR ROAD EDGE TO THE MAILBOX DOOR.

3.11.2 Limited Service Mailboxes – The following conspicuous note must be included with each mailbox:

THIS IS A LIMITED SERVICE MAILBOX (WITHOUT FLAG) AND IT IS ONLY INTENDED FOR CUSTOMERS WHO DO NOT WANT POSTAL CARRIERS TO PICK-UP THEIR OUTGOING MAIL. UNLESS POSTAL CARRIERS HAVE MAIL TO DELIVER, THEY WILL NOT STOP AT LIMITED SERVICE MAILBOXES.

3.12 Newspaper Receptacles - A receptacle for the delivery of newspapers may be attached to the post of a curbside mailbox provided no part of the receptacle interferes with the delivery of mail, obstructs the view of the flag, or presents a hazard to the carrier or the carrier's vehicle. The receptacle must not extend beyond the front of the box when the door is closed. No advertising may be displayed on the outside of the receptacle, except the name of the publication. If the mailbox design does not require a post, a separate mounting arrangement must be made.

3.13 Workmanship - The mailbox must be properly assembled and utilize the best commercial practice workmanship standards in the fabrication of all components and assemblies. All movable parts must fit and operate properly with no unintended catch or binding points. The unit must be free from harmful projections or other hazardous devices. The unit must not have any sharp edges, sharp corners, burrs or other features (on any surfaces) that may be hazardous to carriers or customers, or that may interfere with delivery operations as described in 3.1.

3.14 Intellectual Property – Under no circumstances does the Postal Service intend that manufacturers use third-party intellectual property without an appropriate license agreement between the manufacturer and the third party at issue. The manufacturer is solely responsible for obtaining any necessary licenses and is solely responsible for any liability incurred in connection with any intellectual property infringement allegations concerning devices that the USPS reviews and approves. The manufacturer agrees not to use any USPS marks, including but not limited to APPROVED BY THE POSTMASTER GENERAL or USPS-APPROVED, without prior USPS approval and a license from the USPS².

4. TESTING REQUIREMENTS

4.1 Testing Requirements - Mailboxes will be subjected to all applicable testing described herein (specific requirements follow). A mailbox that fails to pass any test will be rejected. Testing will be conducted in sequence as listed herein and in Table III.

4.2 Capacity – Non-locked and locked designs must meet the applicable minimum capacity requirements as tested by insertion and removal of a test gauge or appropriate mail test items as specified in 4.2.1 and 4.2.2.

4.2.1 Capacity (Limited Capacity Test Gauge) – Traditional and Contemporary designs, submitted for approval under 3.1.1.1 and 3.1.1.2, must meet minimum capacity requirements tested by insertion and removal of a standard test gauge which measures 18.50 inches long x 5.00 inches wide x 6.00 inches high. The test gauge is inserted with its 6-inch dimension aligned in the vertical axis (perpendicular to the mailbox floor). The gauge must be capable of easy insertion and removal; and while inserted, allow for all doors to be completely closed without interference.

The capacity of Locked designs, submitted for approval under 3.1.2.1, which have slots, chutes or similar features, will be tested and approved based upon whether standard USPS mail sizes (see Table I) can be easily inserted through the mail slot or opening. Retrieval of this mail from the locked compartment shall be equally as easy.

TABLE I
Standard Mail (Locked Designs)

Description	Size (L x H x Thk) (inches)
Express & Priority Mail Envelopes	12 ½ x 9 ½ x ½
Priority Mail Box	8 ⅝ x 5 ⅜ x 1 ⅝

4.2.2 Capacity (Expanded Capacity Test Gauge) – Non-Locked and Locked designs, submitted for approval to either 3.1.1.3 or 3.1.2.2, must meet minimum capacity requirements tested by insertion and removal of a standard test gauge which measures 16.00 inches long x 13.00 inches wide x 7.00 inches high. The test gauge is inserted with its 7-inch dimension aligned in the vertical axis (perpendicular to the mailbox floor). The gauge must be capable of easy insertion and removal; and while inserted, allow for the door(s) to be completely closed without interference. The capacity of Locked designs must also meet this capacity test requirement; however, any dimension may be aligned in the vertical axis. Retrieval of the test gauge from the locked compartment must be equally as easy.

² The term 'preferred' as used throughout this document in conjunction with any requirement implies that compliance is desired but not mandatory.

4.3 Operational Requirements - Carrier service doors, auxiliary doors, door catches/mechanisms, carrier signal flags and applicable accessory devices must be capable of operating 7,500 normal operating cycles (1 cycle = open/close) at room temperature, continuously and correctly, without any failures such as breakage of parts. Testing may be performed either manually or by means of an automated mechanically driven test fixture which essentially mimics a manual operation. This test applies to all mailbox designs.

4.4 Water-Tightness – A rain test in accordance with UL 771, section 47.7 must be performed to determine a mailbox's ability to protect mail from water. The rain test must be operated for a period of 15 minutes for each side. At the conclusion of the test, the outside of the unit is wiped dry and all doors are opened. The inside of the compartment must contain no water other than that produced by high moisture condensation. This test applies to all mailbox designs.

4.5 Salt Spray Resistance - A salt spray test must be conducted in accordance with method A5 of ASTM G85, Standard Practice for Modified Salt Spray (Fog) Testing. The salt test must be operated for 25 continuous cycles with each cycle consisting of 1-hour fog and 1-hour dry-off. The mailbox must be tested in a finished condition, including all protective coating, paint, and mounting hardware and must be thoroughly washed when submitted to remove all oil, grease, and other nonpermanent coatings. No part of the mailbox may show finish corrosion, blistering or peeling, or other destructive reaction upon conclusion of test. Corrosion is defined as any form of property change such as rust, oxidation, color changes, perforation, accelerated erosion, or disintegration. The build-up of salt deposits upon the surface will not be cause for rejection. However, any corrosion, paint blistering, or paint peeling is cause for rejection. This test is primarily applicable to ferrous metal mailbox designs. The test is also valid for mailbox designs made of plastic, wood, or other materials that use any metal hardware.

4.6 Abrasion Resistance – The mailbox's coating or finish must be tested for resistance to abrasion in accordance with method A of ASTM D968. The rate of sand flow must be 2 liters of sand in 22 ± 3 seconds. The mailbox will have failed the sand abrasion test if it requires less than 15 liters of sand to penetrate its coating, or if it requires less than 75 liters of sand to penetrate its plating. This test applies to metal mailbox designs only.

4.7 Temperature Stress Test – The mailbox under test must be placed in a cold chamber at -65° Fahrenheit for 24 hours. The chamber must first be stabilized at the test temperature. After remaining in the -65° environment for the 24-hour period, the unit must be quickly removed from the cold chamber into room ambient and tested for normal operation. The removal from the chamber and the testing for normal operation must be accomplished in less than 3 minutes. The room ambient must be between 65° and 75° Fahrenheit. Normal operation is defined as operation required and defined by this document. The unit under test must undergo a similar temperature test, as described above, at a temperature of 140° Fahrenheit. This test applies to all mailbox designs.

4.8 Structural Rigidity Requirements – Forces of specified magnitude (see Table II) must be slowly applied at specific points on the mailbox under test (see Figure 6). These forces must be held for a minimum of 1 minute and then released. After their release, the deformation caused by the forces must be measured. If the deformation exceeds the limit specified in Table II, the mailbox under test has failed to meet the structural rigidity requirement. The doors must remain closed for test positions 1 through 6. The forces at positions 1 and 2 must be applied with the mailbox in its normal upright position, supported by a horizontal board. The forces at positions 3, 4, and 5 must be applied with the mailbox lying on its side (flag side down). The

mailbox must be supported, on the flag side, by a flat board that is relieved in the immediate area of the flag mechanism. The force at position 6 (Non-Locked mailbox flags only) must be applied with the mailbox lying on its side (flag side up). This load may be applied as shown in Figure 5 or from the other direction. If visible cracks in the material develop as a result of the testing, the mailbox under test has failed to meet the structural rigidity requirement. At the conclusion of the Structural Rigidity testing, if the mailbox under test fails to operate normally, as defined by this document, the mailbox under test has failed to meet the structural rigidity requirement. This test applies to all mailbox designs.

TABLE II
Permanent Deformation Limits

Position	Deformation (inches)	Load (pounds)
1	1/8	200
2	1/8	200
3	1/8	50
4	1/8	50
5	1/8	100
6	1/2	2

4.9 Impact Test - Refer to the Figure 6 for load positions. Precondition the mailbox for 4 hours at -20° Fahrenheit. The following testing must be performed within 3 minutes of removing the mailbox from the temperature chamber. At both load positions 3 and 4, with the mailbox lying on its side (flag side down) with all doors closed, apply an impact load force generated by a 10-pound weight dropped from a height of 3-feet above the mailbox surface onto a bolster plate having a surface not larger than 2 inches by 6 inches. The mailbox must be supported, on the underside, by a flat board that is relieved in the immediate area of the flag mechanism. If any noticeable perforation, occurrence of sharp edges, or cracking of the material (either inside or outside the mailbox) develops as a result of the impact, or if the door becomes inoperable or fails to close normally, the mailbox under test has failed to meet the impact resistance requirement. This test applies to all mailbox designs.

4.10 Door Catch/Mechanism Test – Door catches/mechanisms must be tested to demonstrate that a force not greater than 5 pounds or less than 1 pound is required to open and close them (see 3.3). A force measurement device must be attached to the front door's knob or handle. The load must be applied slowly in a direction perpendicular to the plane of the door. The device must allow for the measured force limits to be recorded accurately.

4.11 Carrier Signal Flag Test – The mailbox flag must be tested to demonstrate that a force not exceeding 2 pounds is required to deploy, extend, raise or retract it. The load must be applied at the flag edge furthest from the hinged end or at the leading edge, if the flag retracts and extends. A force measurement device must be attached to the flag so as to apply the load and allow for it to be recorded accurately.

4.12 Security Test (Locked, Large Capacity Designs) – Locked design mailboxes, submitted for 3.1.2.2 approval, must be tested as described below for resistance to tampering and unauthorized entry through the use of tools such as screwdrivers, flat plates, knives, pry bars, vise grips, pliers, chisels, and punches for a period not to exceed 3 minutes for each feature tested. Pry tools used for testing must not exceed 12 inches in length.

4.12.1 Customer Access Door – Gaps and seams around the perimeter of the customer access door must be tested using pry tools listed in 4.12 for a period not to exceed 3 minutes to ensure that access to the compartment cannot be gained within that period of time.

4.12.2 Carrier Access Door – A manual test must be conducted for a period of 3 minutes to ensure that no customer mail items can be accessed and removed through an opened carrier access door within that period of time. No tools are to be used in the performance of this test.

5. QUALITY MANAGEMENT SYSTEM PROVISIONS

5.1 Quality System – The approved source must ensure and be able to substantiate that manufactured units conform to requirements and match the approved design.

5.2 Inspection – The USPS reserves the right to inspect units for conformance at any stage of manufacture. Inspection by the USPS does not relieve the approved source of the responsibility to provide conforming product. The USPS, may, at its discretion, revoke the approval status of any product that does not meet the requirements of this standard.

5.3 System – The approved source must use a documented quality management system acceptable to the USPS. The USPS has the right to evaluate the acceptability and effectiveness of the approved source's quality management system prior to approval, and during tenure as an approved source. At a minimum, the quality management system must include controls and record keeping in the areas described in 5.3.1 through 5.3.8.

5.3.1 Document Control – Documents used in the manufacture of product must be controlled. The control process for documents must ensure the following:

- Documents are identified, reviewed, and approved prior to use.
- Revision status is identified.
- Documents of external origin are identified and controlled.

5.3.2 Supplier Oversight – The approved source must use a documented process that ensures the following:

- Material requirements and specifications are clearly described in procurement documents.
- Inspection or other verification methods are established and implemented for validation of purchased materials.

5.3.3 Inspection and Testing – The approved source must monitor and verify that product characteristics match approved design. This activity must be carried out at appropriate stages of manufacture to ensure that only acceptable products are delivered.

5.3.4 Control of Nonconforming Product – The control method and disposition process must be defined and ensure that any product or material that does not conform to the approved design is identified and controlled to prevent its unintended use or delivery.

5.3.5 Control of Inspection, Measuring, and Test Equipment – The approved source must ensure that all equipment used to verify product conformance is controlled, identified, and calibrated at prescribed intervals traceable to nationally recognized standards in accordance with documented procedures.

5.3.6 Corrective Action – The approved source must maintain a documented complaint process. This process shall ensure that all complaints are reviewed and that appropriate action is taken to determine cause and prevent reoccurrence. Action must be taken in a timely manner

and be based on the severity of the nonconformance. In addition to outlining the approved source's approach to quality, the documentation must specify the methodology used to accomplish the interlinked processes and describe how they are controlled. The approved source must submit its quality documentation to the Postal Service for review along with the preliminary design review.

NOTE: It is recognized that each approved source functions individually. Consequently, the quality system of each approved source may differ in the specific methods of accomplishment. It is not the intent of this standard to attempt to standardize these systems, but to present the basic functional concepts that when conscientiously implemented will provide assurance that the approved source's product meets the requirements and fully matches the approved design.

5.3.7 Documentation Retention – All of the approved source's documentation pertaining to the approved product must be kept for a minimum of 3 years after shipment of product.

5.3.8 Documentation Submittal – The approved source must submit a copy of their quality system documentation relevant to the manufacture of curbside mailboxes for review as requested during the approval process and tenure as an approved source.

6. APPLICATION REQUIREMENTS

6.1 Application Requirements – All correspondence and inquiries must be directed to the address in 1.3.2. The application process consists of the steps described in 6.1.1 through 6.1.3.4.

6.1.1 Preliminary Review – Manufacturers must first satisfy requirements of a preliminary review prior to submitting samples of any sample mailboxes or accessories. The preliminary review consists of a review of the manufacturer's conceptual design drawings for each mailbox for which the manufacturer is seeking approval. Computer-generated drawings are preferred, but hand-drawn sketches are acceptable provided they adequately depict the overall shape and interior size of the proposed mailbox design. Drawings must also include details about the design of applicable features such as the carrier service door (including the mail drop design and mechanism, for locking mailboxes), latch, handle, flag, floor and mail induction opening size. If drawings show that the proposed mailbox design appears likely to comply with the requirements of this standard, manufacturers will be notified in writing and may then continue with the application requirements described in 6.1.2. Do NOT submit any sample units to the USPS prior to complying with the requirements of 6.1.2. Notification that a manufacturer's drawings satisfy the requirements of the preliminary review does NOT constitute USPS approval of a design and must NOT be relied upon as an assurance that a design will ultimately be approved.

6.1.2 Independent Lab Testing – Upon receiving written notification from the USPS that a submitted design satisfies requirements of the preliminary review, manufacturers must, at their own expense, submit one representative sample of their mailbox or accessory for which the vendor seeks USPS approval to an independent laboratory for testing along with a copy of the preliminary review letter from the USPS. Manufacturers with more than one unique model must have each one tested independently. Models that are generally of the same size, shape, and material of previously approved designs but only have different decorative features (i.e., color scheme and surface contours) are not considered unique and do not require any testing. Manufacturers seeking approval of models that are not unique must submit documentation for each model in accordance with 6.1.3.2. This documentation must be reviewed and the proposed model must either be approved or disapproved (see Section 7). All tests must be performed by

an approved independent test lab, except for the security tests, which must be performed by the Postal Service. See Appendix A for information on how to receive the list of USPS-approved independent test labs.

6.1.3 Final Review – Within one year of receipt of USPS preliminary review approval, manufacturers must submit one sample mailbox or accessory to the USPS for security testing (if applicable), final review, and approval. The sample must be accompanied with a certificate of compliance and a copy of the laboratory test results (see 6.1.3.3). Mailboxes submitted to the USPS (see 1.3.2) for final evaluation must be identical in every way to the mailboxes to be marketed, and must be marked as specified in 3.7. Manufacturers may be subject to a verification of their quality system prior to approval. This may consist of a review of the manufacturer's quality manual (see 6.1.3.4) and an onsite quality system evaluation (see 5.2). If this final review submission does not occur within the prescribed timeframe, the preliminary review approval must be rescinded.

6.1.3.1 Installation Instructions – Manufacturers must furnish a written copy of their installation instructions for review. These instructions must contain all information as detailed in 3.11.

6.1.3.2 Documentation – Units submitted for approval must be accompanied by one complete set of manufacturing drawings consisting of black on white prints (blueprints or sepia are unacceptable). The drawings must be dated and signed by the manufacturer's representatives. In addition, a second complete drawing set must be provided in electronic form. This drawing set does not have to be images of the signed drawings. The drawings must completely document and represent the design of the unit tested. If other versions of the approved mailbox are to be offered, the drawings must include the unique or differing design items of these versions. The drawings must include sufficient details to allow the USPS to inspect all materials, construction methods, processes, coatings, treatments, finishes (including paint types), control specifications, parts, and assemblies used in the construction of the unit. Additionally, the drawings must fully describe any purchased materials, components, and hardware including their respective finishes. The USPS may request individual piece parts to verify drawings.

6.1.3.3 Certification of Compliance & Test Results – Manufacturers must furnish a written certificate of compliance indicating that their design fully complies with the requirements of this standard. In addition, the manufacturer must submit the lab's original report which clearly shows results of each test conducted (see Table III). The manufacturer bears all responsibility for its units meeting these requirements and the USPS reserves the right to retest any and all units submitted, including those which are available to the general public. Any changes to the design after approval and certification must be submitted to the USPS for evaluation.

TABLE III
Test Requirements

Test	Requirement	Reference	Applicable Document
Capacity	Insertion of test gauge	4.2	
Operational Requirements	7,500 cycles	4.3	
Water-Tightness	No appreciable moisture	4.4	UL 771, Section 47.7
Salt Spray Resistance	25 cycles	4.5	ASTM G85
Abrasion Resistance	75 liters	4.6	ASTM D968
Temperature Stress	Must function between	4.7	

Test	–65° F and 140° F		
Structural Rigidity Requirements	Refer to Table II for loads and points, maximum 1/8 inch permanent deformation	4.8	
Impact Test	10 lbs. dropped from 3 feet	4.9	
Door Catch/Mechanism Test	Max 5 lbs. / Min 1 lb. to open/close door	4.10	
Carrier Signal Flag Test	Max 2 lbs required to use flag	4.11	

6.1.3.4 Quality Policy Manual – Manufacturer must submit its quality policy manual to the address listed in 1.3.2.

7. APPROVAL OR DISAPPROVAL

7.1 Disapproval – Written notification, including reasons for disapproval, will be sent to the manufacturer within 30 days of completion of the final review of all submitted units. All correspondence and inquiries shall be directed to the address listed in 1.3.2.

7.1.1 Disapproved Mailboxes – Mailboxes disapproved will be disposed of in 30 calendar days from the date of the written notification of disapproval or returned to the manufacturer, if requested, provided the manufacturer pays shipping costs.

7.2 Approval – One set of manufacturing drawings with written notification of approval will be returned to the manufacturer. The drawings will be stamped and identified as representing each unit.

7.2.1 Approved Mailboxes – Mailboxes that are approved will be retained by the USPS.

7.2.2. Rescission – The manufacturer's production units must be constructed in accordance with the USPS-certified drawings and the provisions of this specification and be of the same materials, construction, coating, workmanship, finish, etc., as the approved units. The USPS reserves the right at any time to examine and retest units obtained either in the general marketplace or from the manufacturer. If the USPS determines that a mailbox model is not in compliance with this standard or is out of conformance with approved drawings, the USPS may, at its discretion, rescind approval of the mailbox as described in 7.2.2.1 through 7.2.2.5.

7.2.2.1 Written Notification – The USPS will provide written notification to the manufacturer that a mailbox is not in compliance with this standard or is out of conformance with approved drawings. This notification will include the specific reasons that the unit is noncompliant or out of conformance and shall be sent via Registered MailTM.

7.2.2.1.1 Health and Safety – If the USPS determines that the noncompliance or nonconformity constitutes a danger to the health or safety of customers or letter carriers, the USPS may, at its discretion, immediately rescind approval of the unit. In addition, the USPS may, at its discretion, order that production of the mailbox cease immediately, that any existing inventory not be sold for receipt of U.S. mail, and that USPS Approved corrective design changes be applied to sold and unsold units.

7.2.2.2 Manufacturer's Response – In all cases of noncompliance or nonconformity other than those determined to constitute a danger to the health or safety of customers or letter carriers, the manufacturer must confer with the USPS and must submit one sample of a corrected mailbox to the USPS for approval no later than 45 calendar days after receipt of the notification described in 7.2.2.1. Failure to confer or submit a corrected mailbox within the prescribed period shall constitute grounds for immediate rescission.

7.2.2.3 Second Written Notification – The USPS will respond to the manufacturer in writing, via Registered Mail, no later than 30 calendar days after receipt of the corrected mailbox with a determination of whether the manufacturer's submission is accepted or rejected and with specific reasons for the determination.

7.2.2.4 Manufacturer's Second Response – If the USPS rejects the corrected mailbox, the manufacturer may submit a second sample of the corrected mailbox to the USPS for approval no later than 45 calendar days after receipt of the notification described in 7.2.2.3. Failure to confer or submit a corrected mailbox within the prescribed period will constitute grounds for immediate rescission.

7.2.2.5 Final USPS Rescission Notification – The USPS will provide a final response to the manufacturer in writing no later than 30 calendar days after receipt of the second sample corrected mailbox with a determination of whether the manufacturer's submission is accepted or rejected and with specific reasons for the determination. If the second submission is rejected, the USPS may, at its discretion, rescind approval of the mailbox. In addition, the USPS may, at its discretion, order that production of the mailbox cease immediately, and that any existing inventory not be sold or used for receipt of U.S. Mail. If the USPS rescinds approval, the manufacturer is not prohibited from applying for a new approval pursuant to the provisions of Section 6.

7.2.3 Revisions, Product or Drawings – Changes that affect the form, fit, or function (e.g., dimensions, material, and finish) of approved products or drawings must not be made without written USPS approval. Any proposed changes must be submitted with the affected documentation reflecting the changes (including a notation in the revision area), and a written explanation of the changes. One unit, incorporating the changes, may be required to be resubmitted for testing and evaluation for approval.

7.2.3.1 Corporate or Organizational Changes – If any substantive part of the approved manufacturer's structure changes from what existed when the manufacturer became approved, the manufacturer must promptly notify the USPS and will be subject to a reevaluation of its approved products and quality system. Examples of substantive structural changes include the following: change in ownership, executive or quality management; major change in quality policy or procedures; relocation of manufacturing facilities; and major equipment or manufacturing process change (e.g., outsourcing vs. in-plant fabrication). Notification of such changes must be sent to the address in 1.3.

7.2.4 Product Brochure – Within 60 days upon sale to the public, manufacturers must submit one copy of their product brochures representing approved mailbox designs to the address listed in 1.3.2 and to:

USPS
Delivery Program Support
475 L'Enfant Plaza SW, Rm 7142
Washington, DC 20260-7142

8. NOTES

8.1 Mailboxes intended to be used in delivery to customers' doors are not currently "approved" by the United States Postal Service as referenced in this standard. However, it is recommended that these boxes conform to the intentions of this specification, particularly the safety of the carrier and customer and the protection of the mail. The local postmaster must be contacted prior to the installation and use of any door mailbox.

8.2 The United States Postal Service does not approve mailbox posts or regulate mounting of mailboxes other than the requirements specified in 3.10 and 3.11. Please note that mailbox posts are often subject to local restrictions, state laws and federal highway regulations. Further information may be obtained from:

American Association of State Highway and Transportation Officials
444 N. Capitol St. NW, Suite 249
Washington, D.C. 20001-1512
<http://www.transportation.org>

Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
Washington, D.C. 20590-0001
safety.fhwa.dot.gov

fig a.

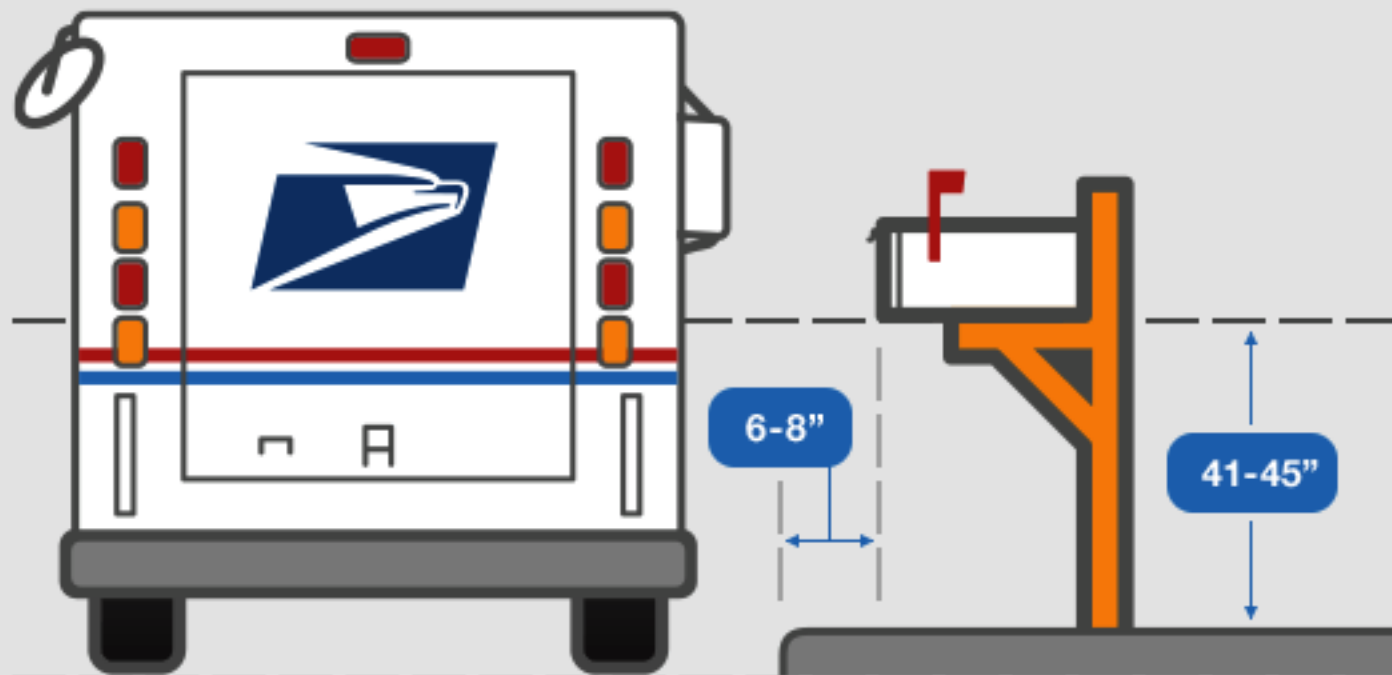
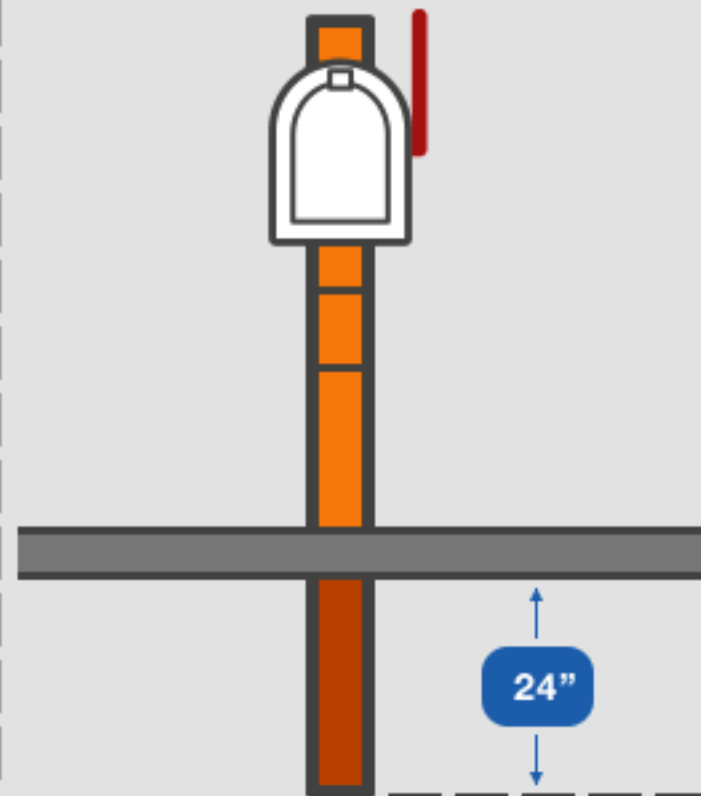
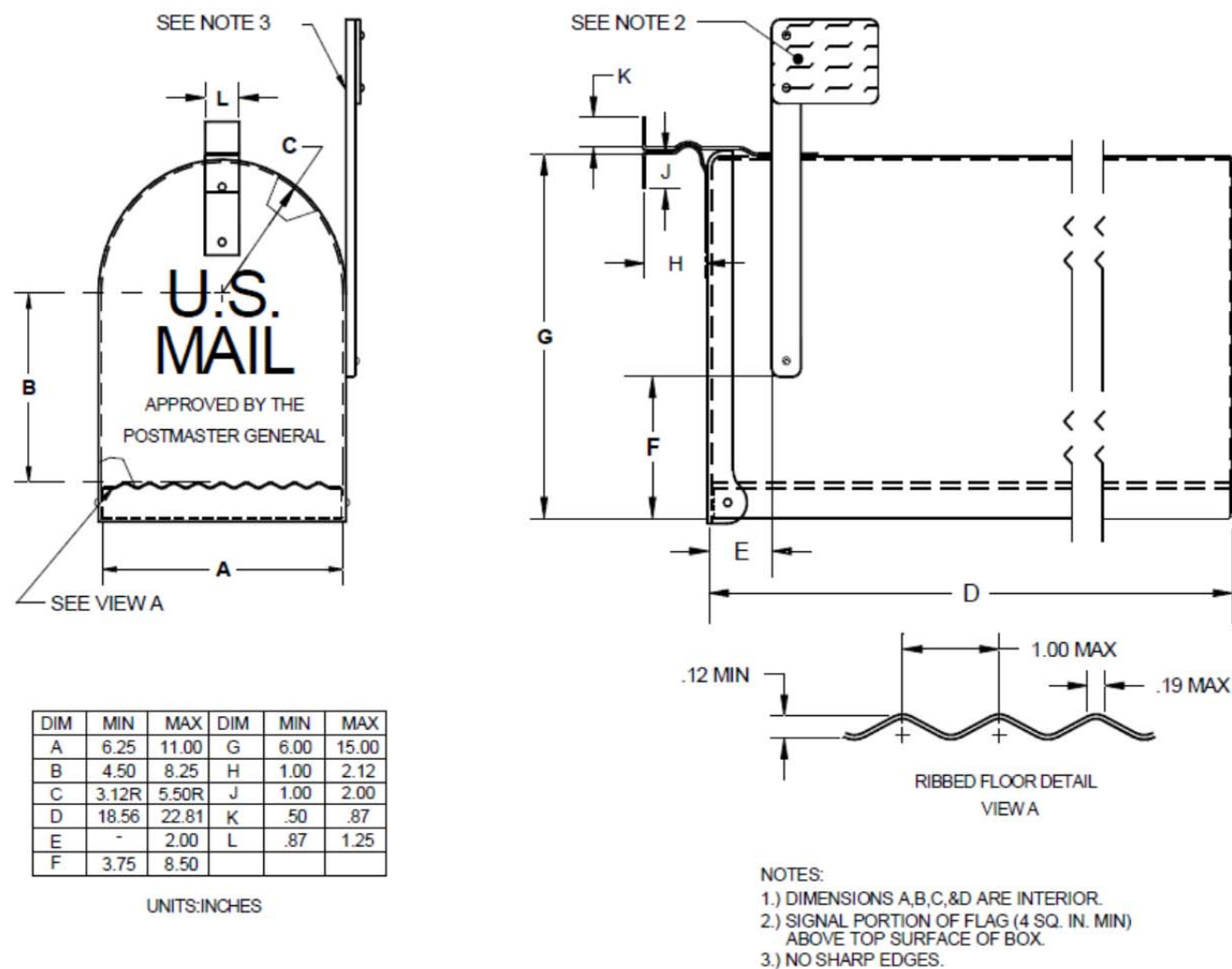
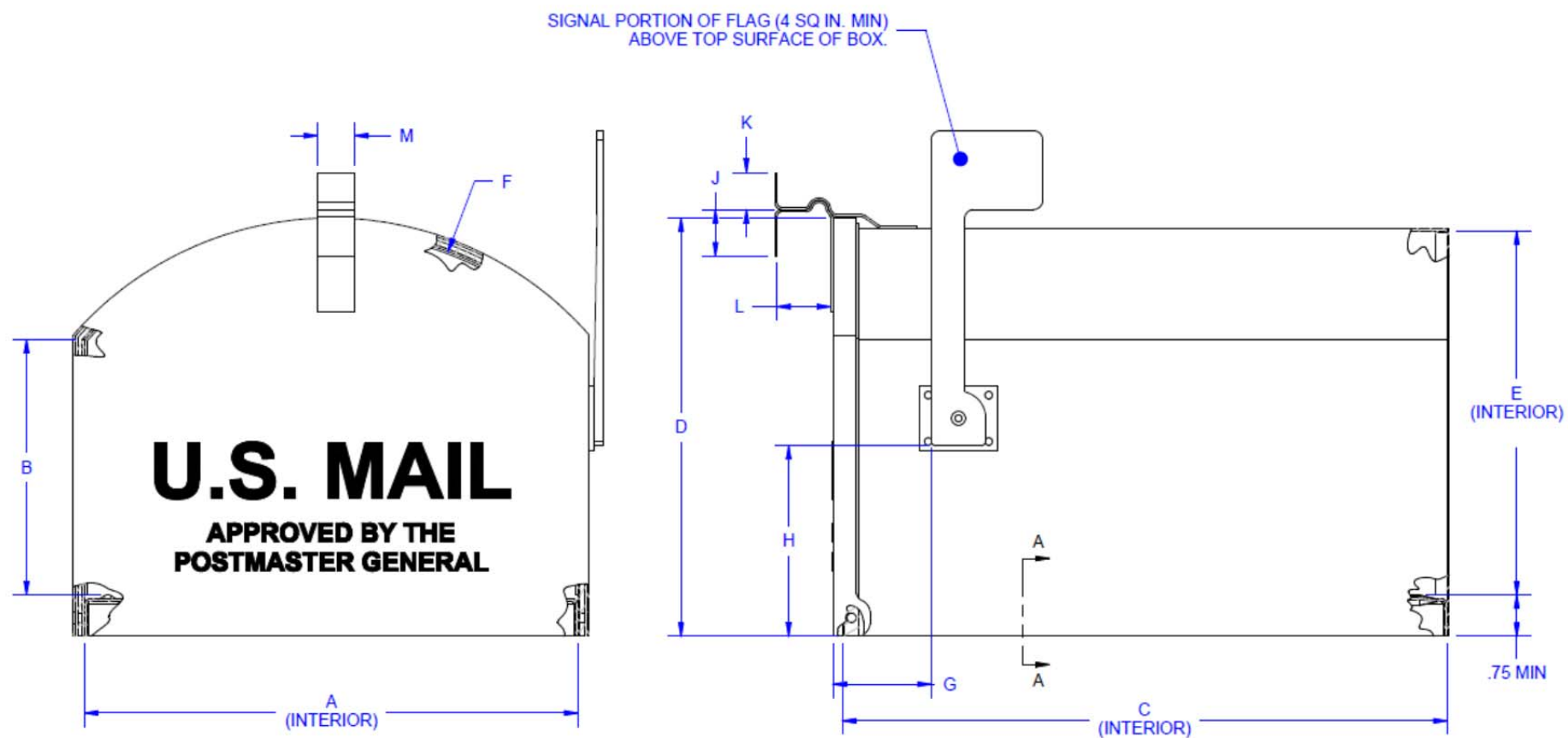


fig b.





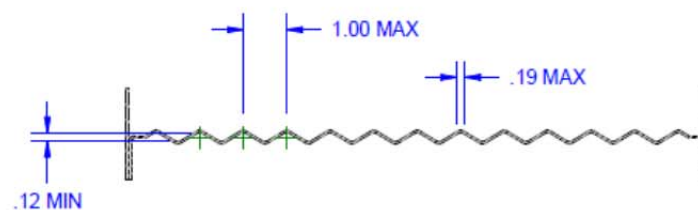
TRADITIONAL MAILBOX
FIGURE 1A



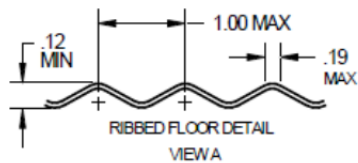
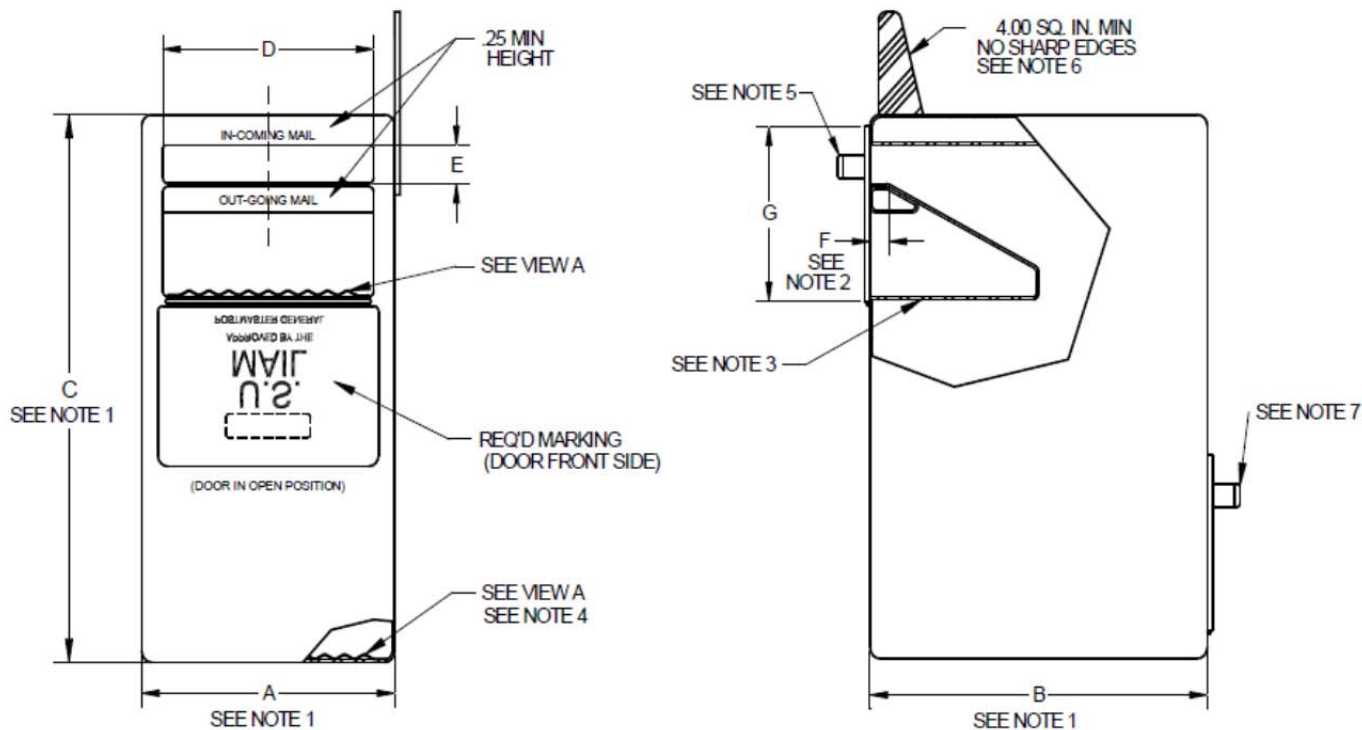
DIM	MIN	MAX	DIM	MIN	MAX
A	13.06	13.88	G	---	2.00
B	7.25	7.88	H	5.00	---
C	16.25	16.50	J	1.00	2.00
D	11.25	12.00	K	.50	.87
E	9.88	10.75	L	1.00	2.13
F	R8.94	R9.44	M	.87	1.25

UNIT: INCHES

NON-LOCKED MAILBOX
(FULL SERVICE)
FIGURE 1B



SECTION A-A
RIBBED FLOOR DETAIL



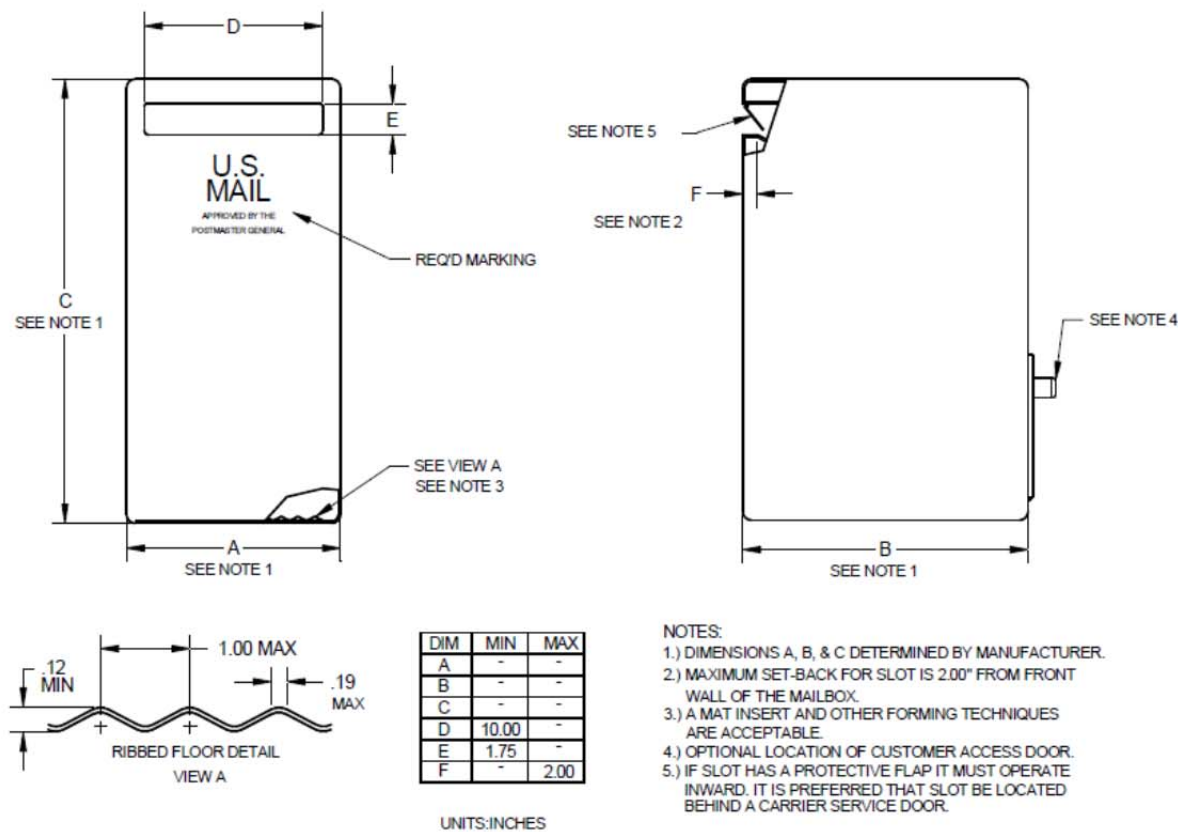
DIM	MIN	MAX
A	-	-
B	-	-
C	-	-
D	10.00	-
E	1.75	-
F	-	2.00
G	-	15.00

UNITS: INCHES

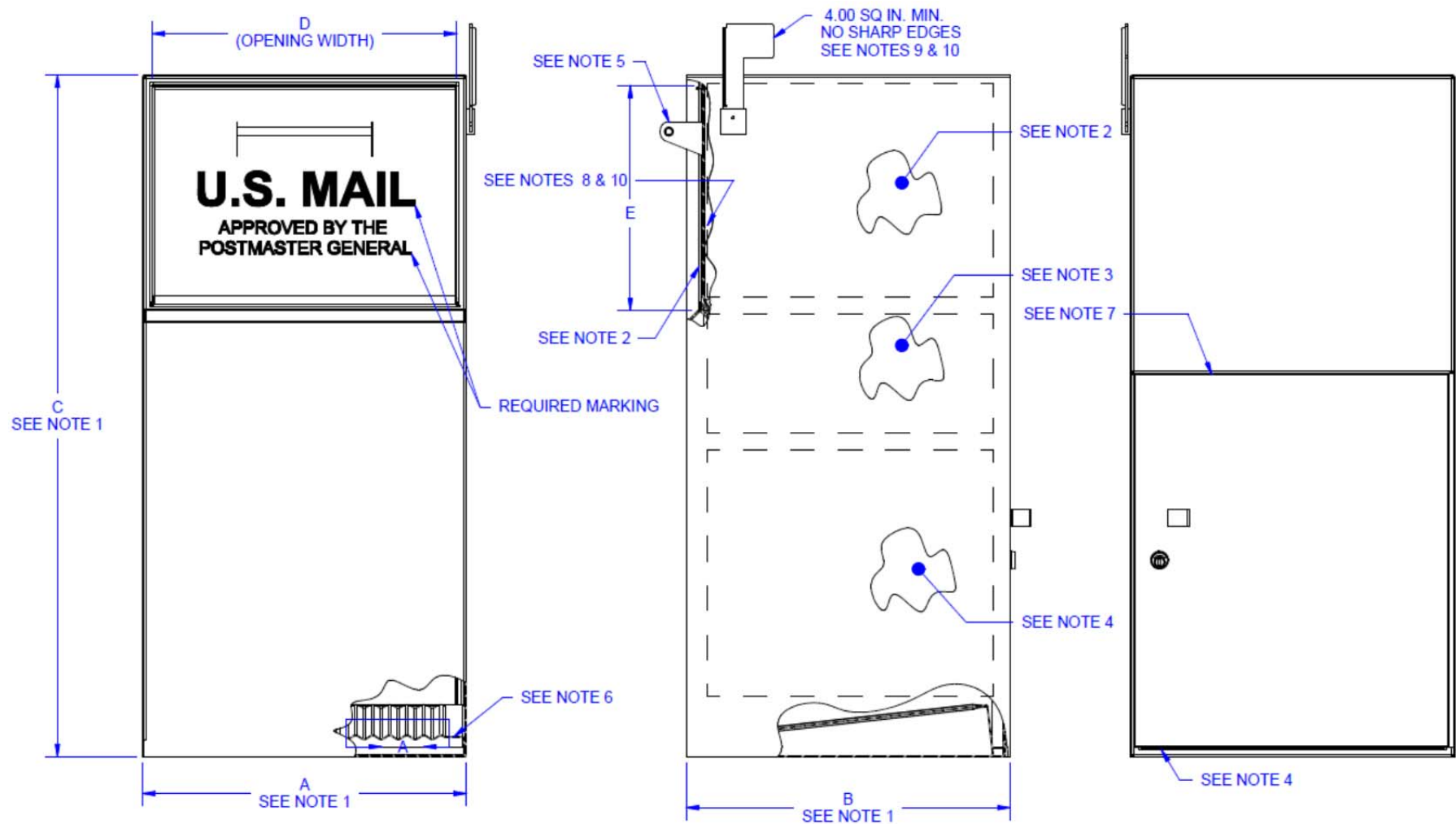
NOTES:

- 1.) DIMENSIONS A, B, & C DETERMINED BY MANUFACTURER, BUT MUST PASS CAPACITY TEST.
- 2.) MAXIMUM SET-BACK FOR SLOT IS 2.00" WHEN MEASURED FROM FRONT WALL OF THE MAILBOX.
- 3.) COMPARTMENT MUST BE LARGE ENOUGH TO ACCOMMODATE SEVERAL 9.50"L X 4.25"H LETTERS. LETTERS CAN BE PLACED ON BACKSIDE OF THE CARRIER SERVICE DOOR ELIMINATING NEED FOR AN OUT-GOING MAIL COMPARTMENT PROVIDED MAIL DOES NOT FALL OUT WHEN DOOR IS OPENED.
- 4.) A MAT INSERT AND OTHER FORMING TECHNIQUES ARE ACCEPTABLE.
- 5.) HANDLE SHALL BE POSITIONED WITHIN TOP 1/3 OF CARRIER SERVICE DOOR AND PROVIDE 1.00" MINIMUM FINGER CLEARANCE.
- 6.) FRONT EDGE OF FLAG MUST NOT BE SET BACK MORE THAN 2.00" WHEN MEASURED FROM FRONT WALL OF MAILBOX.
- 7.) OPTIONAL LOCATION OF CUSTOMER ACCESS DOOR.

**LOCKED MAILBOX- MAIL SLOT DESIGN
(FULL SERVICE)
FIGURE 2A**

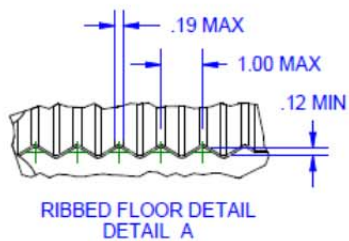


**LOCKED MAILBOX- MAIL SLOT DESIGN
(LIMITED SERVICE)
FIGURE 2B**



DIM	MIN	MAX
A	---	---
B	---	---
C	---	---
D	13.25	18.00
E	7.25	13.50

UNITS: INCHES



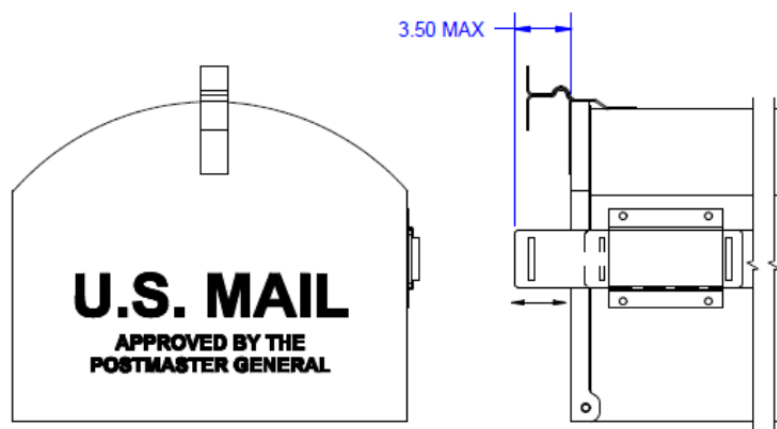
LOCKED MAILBOX
(FULL SERVICE SHOWN)
FIGURE 3

Notes:

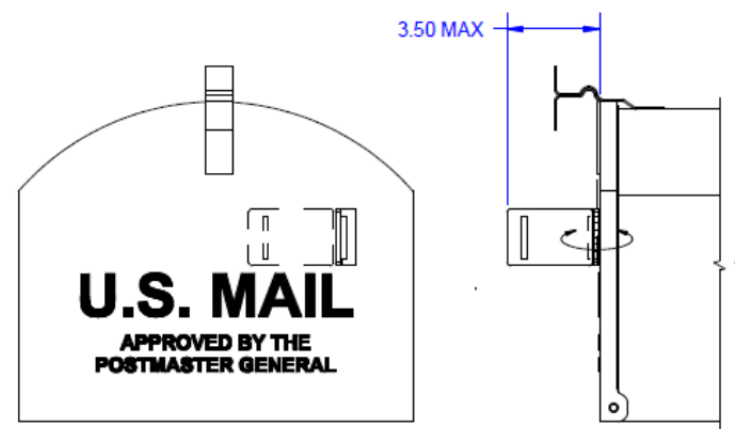
1. Dimensions A, B & C determined by manufacturer, but must allow mail box to pass capacity test.
2. Front door opening and mail induction section of mail box must be large enough to accommodate 7" x 13" x 16" test gauge.
3. Any mail drop mechanism attached to the front door shall still operate (open/close) after a test gauge has been dropped to the lower section of mailbox.
4. Mail drop section and customer access door must be large enough to accommodate one test gauge, minimum.
5. Handle shall be positioned within top $\frac{1}{3}$ of carrier service door and provide 1.00" min. finger clearance.

Notes can't:

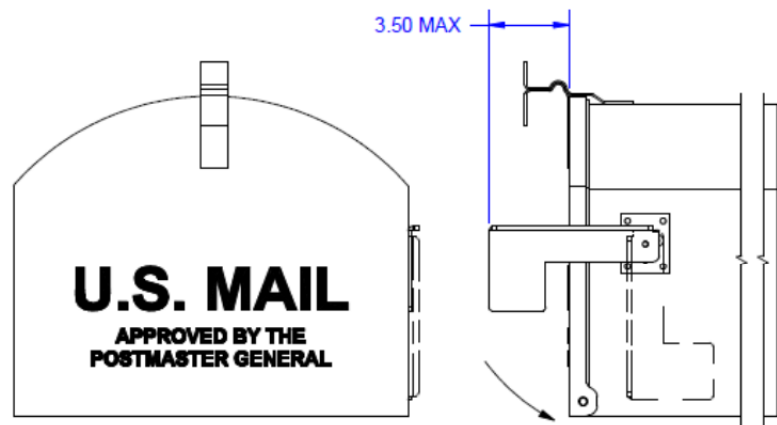
6. A mat insert and other forming techniques are acceptable. Floor shall have a min 1:40 slope from back to front.
7. Optional location of customer access door.
8. Letters can be placed on backside of the carrier service door, eliminating need for an out-going mail compartment, provided mail does not fall out when door is open.
9. Front edge of flag must not be set back more than 2.00" when measured from front wall of mailbox.
10. This feature is not applicable for limited service mail boxes.



#1



#2

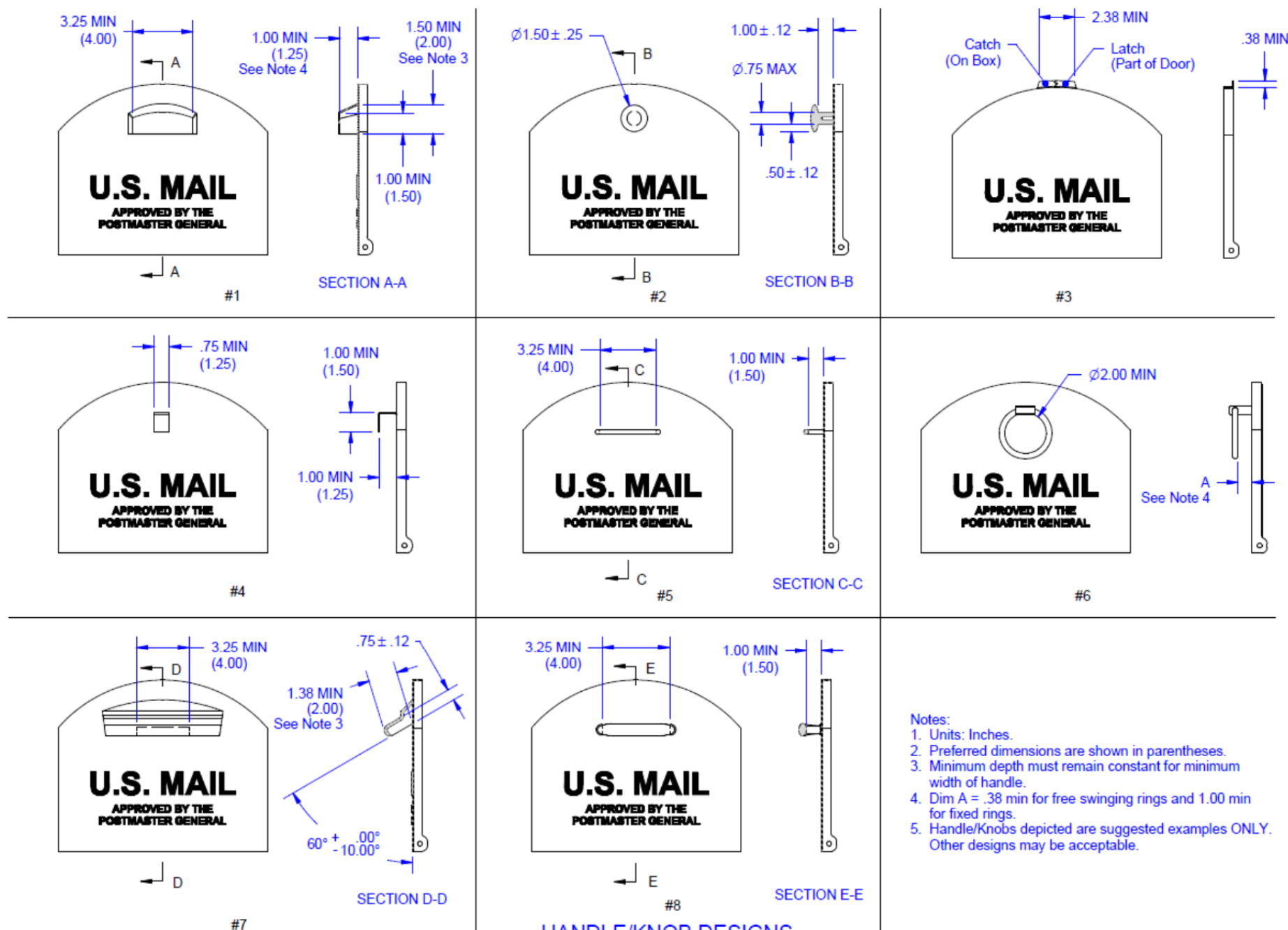


#3

Notes:

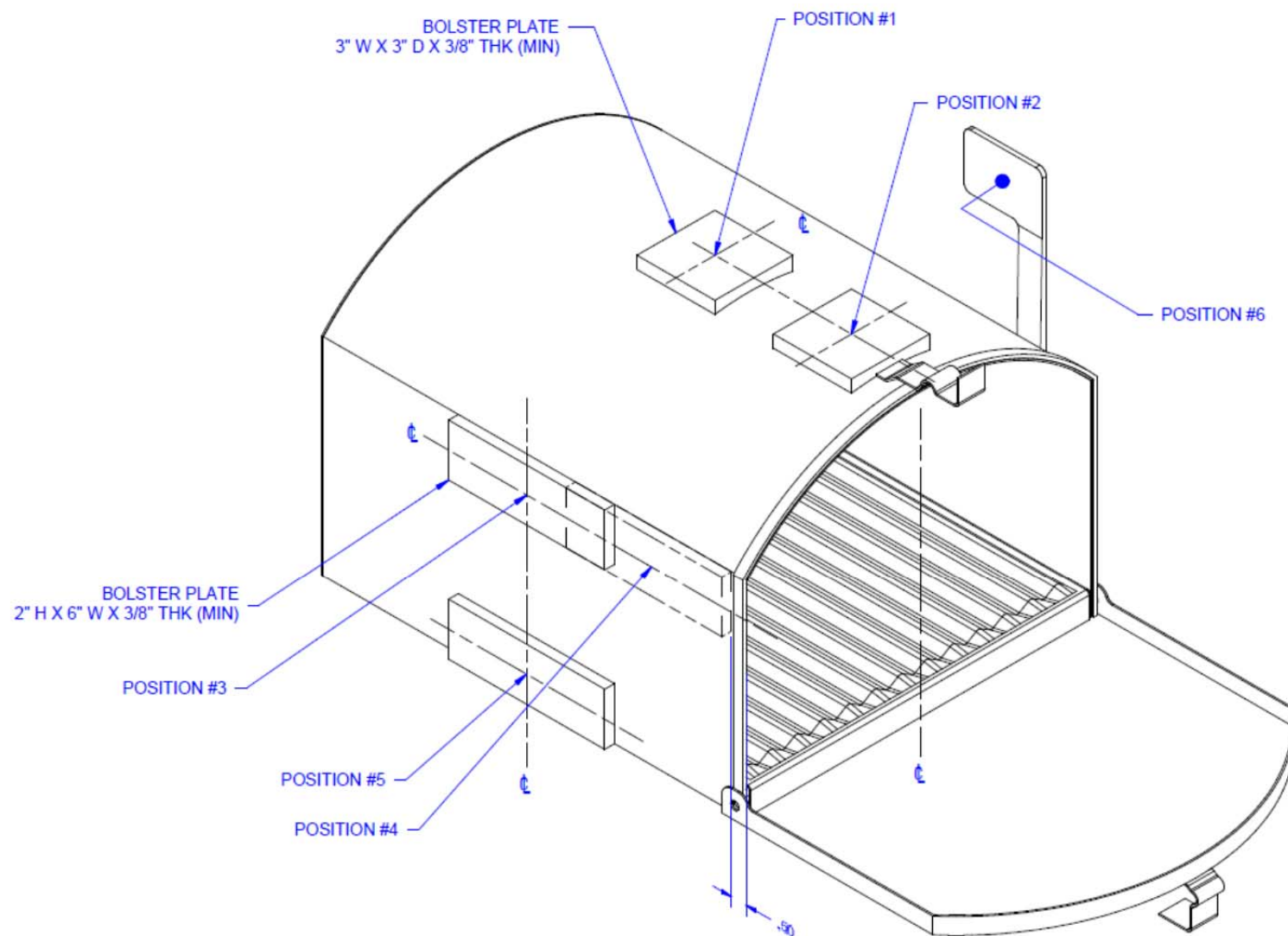
1. Flag must have a minimum visible area of 4 sq inches when engaged.
2. No sharp edges.

ALTERNATE FLAG DESIGN
FIGURE 4



- Notes:
1. Units: Inches.
 2. Preferred dimensions are shown in parentheses.
 3. Minimum depth must remain constant for minimum width of handle.
 4. Dim A = .38 min for free swinging rings and 1.00 min for fixed rings.
 5. Handle/Knobs depicted are suggested examples ONLY. Other designs may be acceptable.

HANDLE/KNOB DESIGNS
FIGURE 5



DIRECTION OF LOADS
NON-LOCKED MAILBOX
(FULL SERVICE)
FIGURE 6

APPENDIX A

USPS-APPROVED INDEPENDENT TEST LABORATORIES

Notes:

1.) To obtain the latest copy of USPS-approved test labs, contact:

USPS ENGINEERING SYSTEMS
DELIVERY AND RETAIL TECHNOLOGY
8403 LEE HIGHWAY
MERRIFIELD, VA 22082-8101

2.) Additional test laboratories may be added provided they satisfy USPS certification criteria. Interested laboratories should contact:

USPS ENGINEERING
TEST EVALUATION AND QUALITY
8403 LEE HIGHWAY
MERRIFIELD, VA 22082-8101



525 South Lawrence Street
Montgomery, Alabama 36104

EXHIBIT C



525 South Lawrence Street
Montgomery, Alabama 36104

SAMPLE: EXISTING CONDITIONS AND LOCATIONS





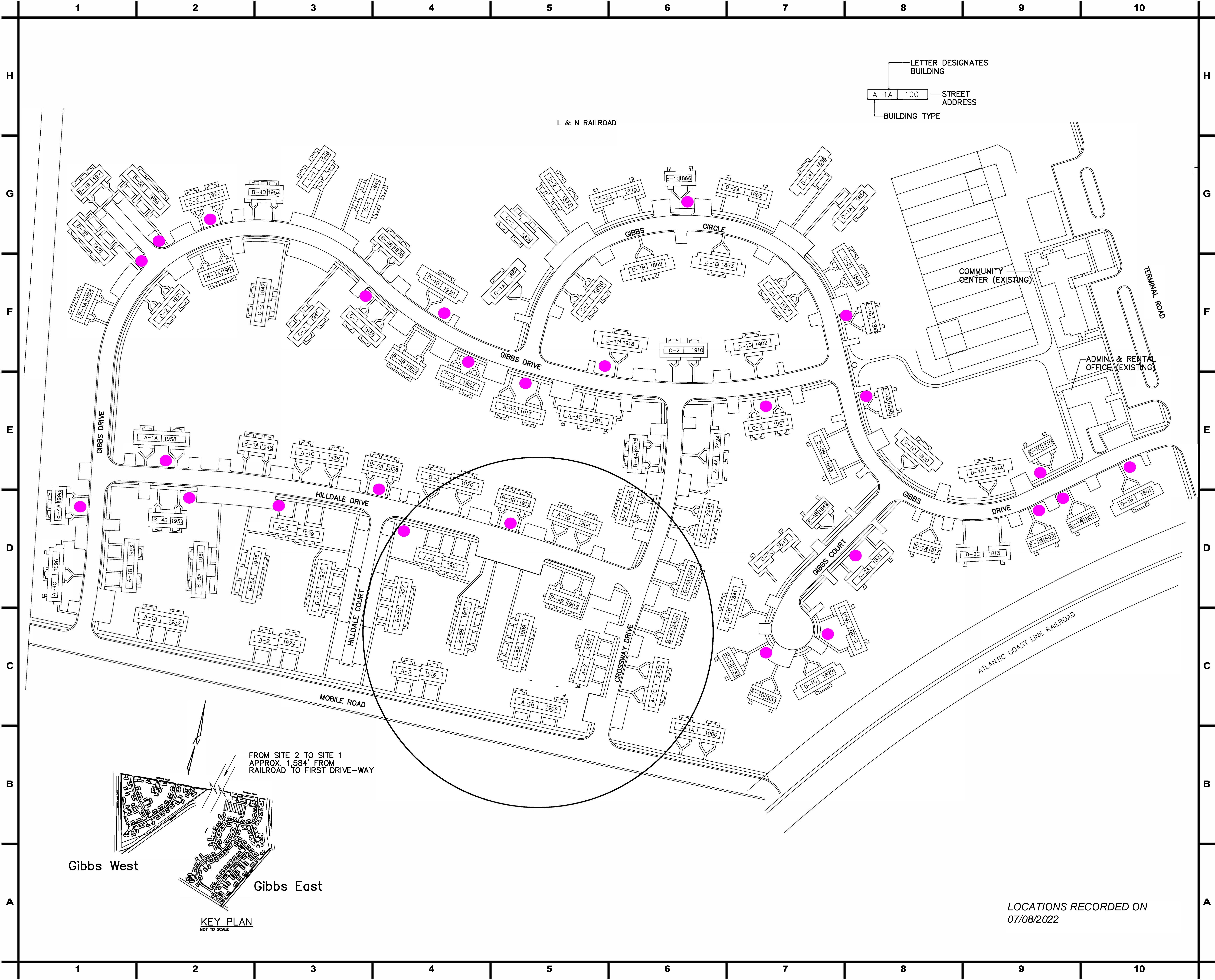














LETTER DESIGNATES
BUILDING

A-1A 100 STREET
ADDRESS

BUILDING TYPE

LOCATIONS RECORDED ON
07/08/2022



525 South Lawrence Street
Montgomery, Alabama 36104

EXHIBIT D



525 South Lawrence Street
Montgomery, Alabama 36104

BASIS OF DESIGN RESOURCE SHEETS

Eagle Rural Mailboxes – 4855E

5-Wide Spreader & Standard Mailbox Post

Installation Instructions

U.S.P.S. APPROVED

Installing Mailboxes on Spreader & Standard Post

Thank you for selecting Salsbury's 4855E eagle rural mailbox.

This instruction sheet is for installing 4855E eagle rural mailboxes on a 5-wide spreader and a standard mailbox post. A different instruction sheet is available for installing 4855E eagle rural mailboxes on a 2-wide, 3-wide or 4-wide spreader. Other installation instructions are available for installing the mailboxes and spreaders on a modern decorative mailbox post, mounting a single mailbox on a decorative or standard mailbox post, mounting a newspaper holder, and mounting the post in a concrete footing.

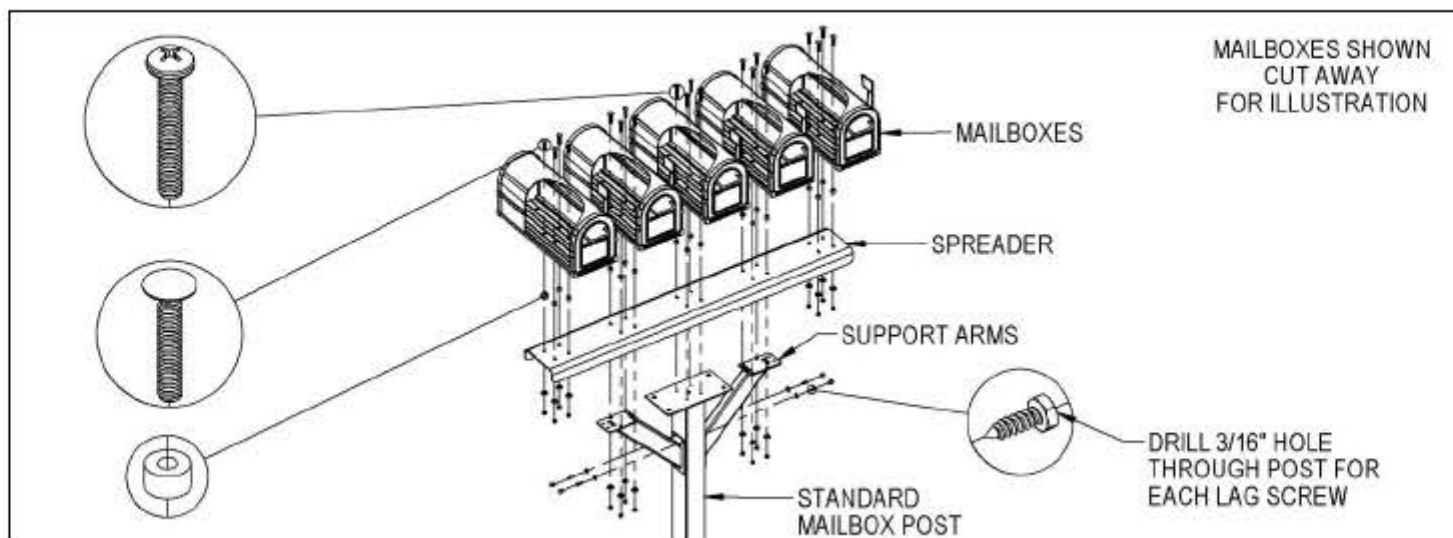
When you install a curbside or roadside mailbox, make sure that it is easily accessible to the mail carrier. By regulation it should be 41" to 45" from the ground or street surface up to the inside floor of the mailbox. The door should be set back 6" to 8" back from the front face of the curb or the road edge. However, you should check with your local postmaster to ensure that the mailbox is installed according to local regulations.

4885 5-Wide Spreader

All hardware to attach the spreader to the standard mailbox post is included with the post. To attach the spreader to the standard mailbox post requires simultaneously attaching the center mailbox to the spreader and to the standard post. Start by opening the front door of the center mailbox and install four (4) 5/16"-18 X 2" long pan head bolts through the four (4) square holes in the inside floor of the center mailbox, through four (4) 5/8" nylon spacers (thread onto bolt), through the four (4) center square holes of the spreader, and through the four (4) tapped holes on the top plate of the standard mailbox post.

All hardware to attach the remaining four mailboxes to the spreader is included with the spreader. Next attach an additional mailbox adjacent to the center mailbox. Start by opening the front door of the mailbox and install four (4) 5/16"-18 x 1-3/4" long carriage bolts through the four (4) square holes in the inside floor of the mailbox, through four (4) 5/8" nylon spacers (thread onto bolt), through the corresponding square holes in top of the spreader, and through the corresponding square holes in the top plate of a support arm (supplied with spreader). Install 5/16" flat washers and 5/16"-18 hex nuts on the ends of the four (4) bolts protruding below the bottom of the support arm. Complete the installation of the support arm by drilling a 3/16" diameter hole through each hole in the vertical plate of the support arm and through the post. Install 1/4" flat washers and 1/4" x 1" long lag screws into the post. Cover the lag screws with cap plugs. Repeat these steps for the other mailbox adjacent to the center mailbox.

To install an outermost mailbox, open the front door of the mailbox and install four (4) 5/16"-18 x 1-3/4" long carriage bolts through the four (4) square holes in the inside floor of the mailbox, through four (4) 5/8" nylon spacers (thread onto bolt), and through the corresponding square holes in top of the spreader. Install 5/16" flat washers and 5/16"-18 hex nuts on the ends of the four (4) bolts protruding below the bottom of the spreader. Repeat these steps for the remaining mailbox. Installation is now complete.



Eagle Rural Mailboxes – 4855E

2-Wide, 3-Wide and 4-Wide Spreader & Standard Mailbox Post Installation Instructions

U.S.P.S. APPROVED

Installing Mailboxes on Spreader & Standard Post

Thank you for selecting Salsbury's 4855E eagle rural mailbox.

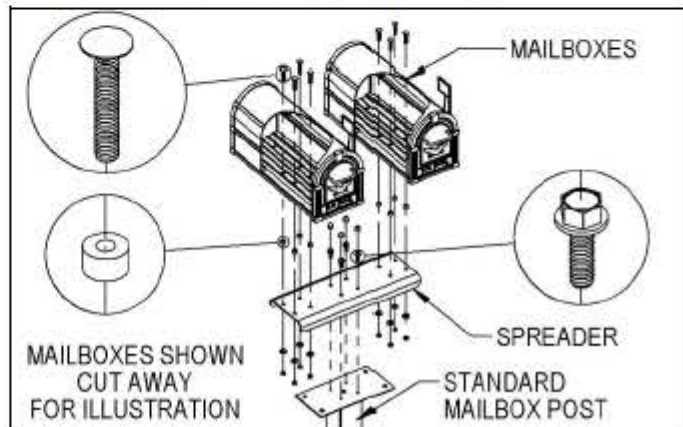
This instruction sheet is for installing 4855E eagle rural mailboxes on a 2-wide, 3-wide or 4-wide spreader and a standard mailbox post. A different instruction sheet is available for installing 4855E eagle rural mailboxes on a 5-wide spreader. Other installation instructions are available for installing the mailboxes and spreaders on a modern decorative mailbox post, mounting a single mailbox on a decorative or standard mailbox post, mounting a newspaper holder, and mounting the post in a concrete footing.

When you install a curbside or roadside mailbox, make sure that it is easily accessible to the mail carrier. By regulation it should be 41" to 45" from the ground or street surface up to the inside floor of the mailbox. The door should be set back 6" to 8" back from the front face of the curb or the road edge. However, you should check with your local postmaster to ensure that the mailbox is installed according to local regulations.

4882 2-Wide Spreader

All hardware to attach the spreader to the standard mailbox post is included with the spreader. To attach the spreader to the standard mailbox post, install four (4) 5/16"-18 X 1" long hex flange head bolts through the four (4) center square holes of the spreader and through the four (4) tapped holes on the top plate of the standard mailbox post. Cover the hex flange head bolts with cap plugs.

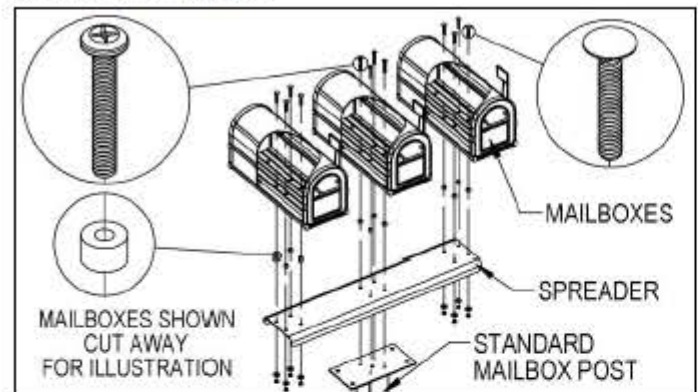
All hardware to attach the mailboxes to the spreader is included with the spreader. To attach a mailbox, open the front door of the mailbox and install four (4) 5/16"-18 x 1-3/4" long carriage bolts through the four (4) square holes in the inside floor of the mailbox, through four (4) 5/8" nylon spacers (thread onto bolt), and through the four (4) corresponding square holes in top of the spreader. Install 5/16" flat washers and 5/16"-18 hex nuts on the ends of the four (4) bolts protruding below the bottom of the spreader. Repeat these steps for the other mailbox. Installation is now complete. Additional hardware provided is not needed and may be discarded.



4883 3-Wide Spreader

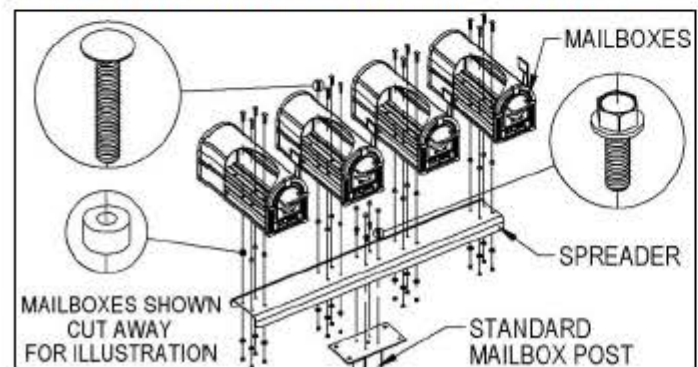
All hardware to attach the spreader to the standard mailbox post is included with the post. To attach the spreader to the standard mailbox post requires simultaneously attaching the center mailbox to the spreader and to the standard post. Start by opening the front door of the center mailbox and install four (4) 5/16"-18 X 2" long pan head bolts through the four (4) square holes in the inside floor of the center mailbox, through four (4) 5/8" nylon spacers (thread onto bolt), through the four (4) center square holes of the spreader, and through the four (4) tapped holes on the top plate of the standard mailbox post.

All hardware to attach the remaining two mailboxes to the spreader is included with the spreader. To attach an additional mailbox, open the front door of the mailbox and install four (4) 5/16"-18 x 1-3/4" long carriage bolts through the four (4) square holes in the inside floor of the mailbox, through four (4) 5/8" nylon spacers (thread onto bolt), and through the four corresponding square holes in top of the spreader. Install 5/16" flat washers and 5/16"-18 hex nuts on the ends of the four (4) bolts protruding below the bottom of the spreader. Repeat these steps for the other mailbox. Installation is now complete.



4884 4-Wide Spreader

To install the 4-wide spreader, follow the instructions for the "4882 2-Wide Spreader" and attach an additional mailbox at each end of the spreader.



Standard Mailbox Posts – 4800 Series

In-Ground Mounted Mailbox Post Installation Instructions

U.S.P.S. APPROVED

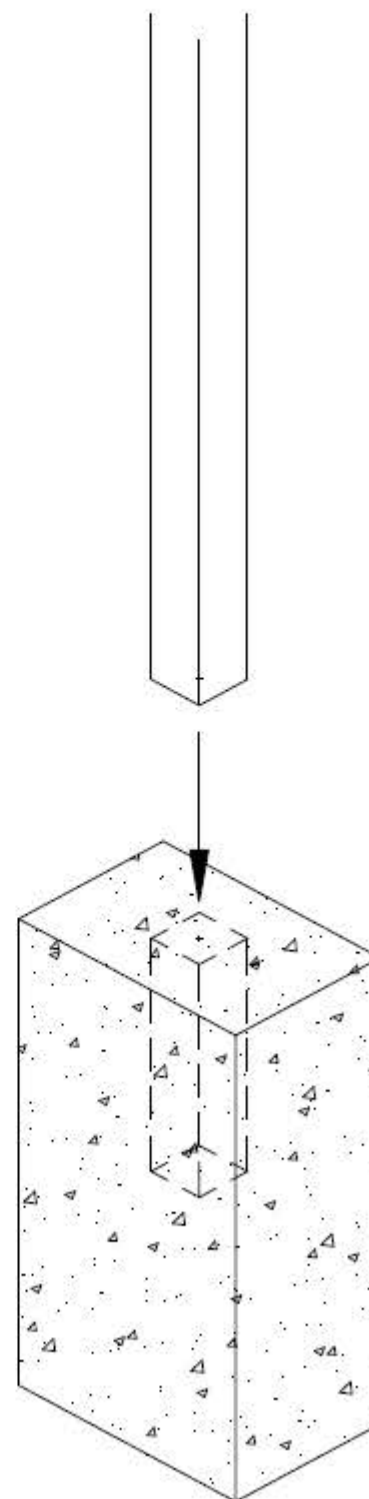
Installing the In-Ground Mounted Mailbox Post

When you install a curbside or rural mailbox, make sure that it is easily accessible to the mail carrier. By regulation it should be 41" to 45" from the ground or street surface up to the inside floor of the mailbox. The door should be set back 6" to 8" back from the front face of the curb or the road edge. However, you should check with your local postmaster to ensure that the mailbox is installed according to local regulations.

To install the in-ground mounted mailbox post, begin by digging a hole for the concrete footing and then prepare the concrete. The top surface of the footing should be about 12" by 18". See the illustration for the relative position of the rectangular footing to the post and mailbox. The concrete should extend into the ground 24" or greater if your local frost line is deeper. Installing the concrete below the frost line will prevent movement during ground freezing and thawing. The bottom of the hole for the concrete footing should be filled with a depth of about 6" of gravel to promote drainage under the post. The top of the footing should be sloped for water runoff.

When digging the hole for the footing, be careful to not puncture water, sewer, or gas lines.

After digging the hole, set the post in the hole and fill the hole with the prepared concrete mix. Prod the mix with a stick while filling to reduce any air pockets. If you want to conceal the concrete, pour it to within a few inches of the top of the hole and cover with soil after the concrete has set. Use a carpenter's level on the sides of the post to ensure that the post is aligned vertically. Periodically check the vertical alignment of the post as the concrete is curing.



Standard Mailbox Posts – 4800 Series

Installation Instructions

U.S.P.S. APPROVED

Installing Mailbox on a Standard Mailbox Post

Thank you for selecting Salsbury's standard mailbox post.

This instruction sheet is for installing the 4850 series mailbox on a standard mailbox post. Other installation instructions are available for installing the mailboxes on a decorative mailbox post or on a deluxe mailbox post, installing the mailbox on spreaders, mounting a newspaper holder, and mounting the post in a concrete footing.

When you install a curbside or roadside mailbox, make sure that it is easily accessible to the mail carrier. By regulation it should be 41" to 45" from the ground or street surface up to the inside floor of the mailbox. The door should be set back 6" to 8" back from the front face of the curb or the road edge. However, you should check with your local postmaster to ensure that the mailbox is installed according to local regulations.

All hardware to install the mailbox is provided with the post. To install the mailbox, set the mailbox on the standard mailbox post, open the front door of the mailbox and install four (4) 5/16" - 18 x 2" long pan head bolts through the four (4) square holes in the inside floor of the mailbox and through the four (4) tapped holes on the top plate of the standard mailbox post.

Additional hardware provided is not needed and may be discarded.

