

REQUEST FOR PROPOSAL

CONTRACTED SERVICES FOR SHEETROCK REMOVAL AND REPLACEMENT

**Alachua County Housing Authority
703 NE 1st St
Gainesville, FL 32601**

REQUEST FOR PROPOSALS CONTRACTED SERVICES FOR SHEETROCK REMOVAL AND REPLACEMENT

Introduction

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, the new CFR 2 CFR 200.317-326 and with other applicable laws, the Alachua County Housing Authority (ACHA) formally request competitive proposals from licensed, qualified, responsible, contracting firms and/or individuals interested in contracted services for sheetrock removal and replacement work on numerous residential properties for the ACHA. RFP packets can be downloaded from the ACHA website at www.acha-fl.com/procurement

Important Dates

- Site Visit
We will provide a site visit on Thursday March 14, 2024 8:30am to 9:30am at 13124 NW 155th Lane Alachua, FL 32615 and 13131 NW 155th Lane Alachua, FL 32615
- Questions Due
All questions regarding this RFP shall be directed to Ronald Hall, Director of Operations by email to ron@acha-fl.com no later than Monday March 18, 2024 at 4:00pm
- Q&A Availability
ACHA will post the Q&A on their website located at www.acha-fl.com/procurement and will email to all parties know to hold a RFP packet by Thursday March 21, 2024
- Proposal Due Date
Proposals shall be received until **4:00 p.m. EST on Monday March 25, 2024** at 703 NE 1st St Gainesville, FL 32601. Proposals may be mailed, emailed or hand delivered by the deadline noted above. Proposals received after this date and time will remain unopened and not considered. **ACHA is not responsible for delays regardless of the form of delivery and it is the responsibility of the proposer to ensure that their complete proposal is received on time with all requested documentation.**

General Information

The Alachua County Housing Authority is chartered in the State of Florida. As a public benefit corporation, ACHA provides subsidized housing within Alachua County Florida, in accordance with federal legislation. The Authority's major funding comes from grants and subsidies by the United States Department of Housing and Urban Development (HUD). ACHA is tax exempt.

Type of Contract

The Alachua County Housing Authority contemplates the award of one (1) or more service contracts resulting from this solicitation. The term of this contract shall be one (1) year from date of award, with an option for four (4) additional one-year renewal periods for a total of five (5) years. The annual contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract with task orders assigned with costs directly related to the unit prices agreed and listed in the contract. ACHA reserves the right to enter into contracts with multiple parties.

Scope of Work

The selected proposer shall perform all the duties and responsibilities normally associated with sheetrock removal and replacement work of rental units. Most work may be in vacant units, however there will be tasks associated with those occupied by residents.

Removal of Damaged Drywall

- Work assigned may be related to walls and/or ceilings
- Remove all damaged drywall in designated areas of walls and ceilings as per the assigned task order
- Remove all insulation and old nails from areas of sheetrock being replaced
- Door and window openings and any resident belongings receive a full protection from dust and debris
- Clean all areas of debris, drywall/material cleaned up and removed from site

Installation of new drywall

- Hang, mud/tape/sand, and texture each area as assigned in task order. 5/8" sheetrock on the ceilings, 1/2" sheetrock on the walls (unless otherwise specified in a task order)
- Install sheetrock screws per code.
- Replace insulation in ceilings of work area to meet R-30 codes
- Utilize/install airtight drywall techniques in installation
- Floors papered and taped before mudding/taping begins. Floors scraped and cleaned during final clean-up of drywall phase
- Trash to be hauled away by Contractor
- Texture on both walls and ceiling to match existing. This may include popcorn texture on the ceilings
- Door and window openings and any resident belongings receive a full protection from mud, paint, etc.
- All outside corners require right angle bead material
- Excess drywall/material cleaned up and removed from site

NOTE: All material, labor and any required permits are the responsibility of the Contractor and must be included in pricing.

Proposal Evaluation Criteria

Proposals that meet the threshold criteria/submission requirements will be evaluated as described below. The evaluation of professional qualifications of the proposals will be based on the demonstrated qualifications including, references from other clients, technical criteria, and proposal evaluation scoring. Specific evaluation criteria to evaluate the technical qualifications of each Proposer and their degree of importance/relative weight area.

An evaluation committee shall evaluate and score each proposal using the method described in this request for proposal. The evaluation committee shall make a recommendation to the Executive Director for Board of Director approval. A contract will be awarded to the proposer(s) whose proposal best meets the needs and requirements of ACHA. Failure to meet the threshold requirements may result in rejection of the proposal. ACHA reserves the right to reject any and all bids, to award one or more contracts or no contract. The ACHA shall review proposals on the basis of qualifications, and technical merit using the weighted criteria described. Following is a summary of weighted selection criteria. Proposers should include a description of how they intend to ensure that pricing is set to local industry standards as part of their narrative.

Qualifications

POINTS 50 Points

Please provide your pricing structure per square foot for removal and per square foot for replacement. Cost must include all parts labor and material needed to prepare surface for paint including any needed textures. Note if there is a minimum charge or any other costs associated not otherwise specified. Although we do not expect the work specified in this RFP to require permits, please provide you costs associated with this process.

POINTS 15 Points

Qualifications of the staff assigned to this engagement, including certifications and licensing and the references of at least three (3) recent clients.

Experience

POINTS 15 Points

Organizational experience in providing sheetrock related work.

Overall Responsiveness

POINTS 10 Points

Completeness and timeliness of proposal including completion of forms as noted on page 11

Minority/Women Owned Business Enterprise and Section 3 Participation

POINTS 10 Points

Proposer must provide documentation as part of the submission documents

Acceptance of Proposals

Proposal must be signed, sealed and received in completed form at the ACHA Office located at 703 NE 1st Street Gainesville, Florida 32601 no later than the proposal submission time and date stated on page 1 of this RFP. Proposals submitted after the designated date and hour will not be accepted for any reason and will remain unopened and not evaluated.

The ACHA reserves the right to accept or reject any or all Proposals, to take exception to these RFP specifications or to waive any irregularities and/or informalities. Proposer may be excluded from further consideration for failure to comply fully with the specifications of this RFP.

The ACHA also reserves the right to reject the Proposal of any Proposer whose has previously failed to perform properly, or to complete on time, contract (s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.

Withdrawals of Proposals

Proposal may be withdrawn on a written or telegraphic (faxed) request dispatched by the Proposer in time for delivery in the normal course of business prior to the time specified herein for proposal receipt, provided that written confirmation of any telegraphic withdrawal with the signature of the Proposer is placed in the mail and postmarked prior to the time specified herein for proposal receipt. Negligence on the part of the Proposer in preparing its Proposal confers no right of withdrawal or modification of its proposal after the due date and time specified herein.

Ineligible Contractors

The ACHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Equal Employment Opportunity

Each Firm shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender, disability or any federally protected status or class. Each Firm also affirms that the rights or claims of personnel policy do not violate the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, which prohibit age discrimination in employment; 42 U.S.C. § 1981, 1983 and 1985; Title VII of the Civil Rights Act of 1964 as amended, which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans with Disabilities and the Americans With Disabilities Act Amendments Act, which collectively prohibits discrimination against qualified individuals with a disability; the Fair Labor Standards Act, including the Wage and Hour Laws relating to payment of wages; the Family and Medical Leave

Act, which provides certain leave of absence benefits to employees; Employment Retirement Income Security Act, which protects certain employee benefits; 85 O.S. § 341 and 85A O.S. § 7 preventing discharge in retaliation for exercising rights under Oklahoma's Workers' Compensation Act; or any other federal, state or local laws or regulations prohibiting employment discrimination, including *qui tam* actions, and that is has not failed to correct the conditions after a finding by the Equal Employment Opportunity Commission and/or a corresponding court order.

Award of Contracts

One or more contracts shall be awarded according to the Evaluation Criteria specified herein, provided the proposal is in the best interest of the ACHA. The Proposer(s) to whom an award is made will be notified at the earliest practical date. An award may be subject to Board or HUD approval.

Indemnification

The successful proposer will be required to protect, defend, indemnify, keep, save, and hold the ACHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Proposer, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The successful proposer will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The ACHA will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Proposer of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that Contract.

Rules, Regulations and Licensing Requirements

Each proposer and its staff must possess all of the required State of Florida Licenses, as well as all other licenses required by the City of Gainesville, Alachua County and/or the State of Florida to perform in accordance with the contract scope of services herein. In addition, the proposer shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein or issued in a subsequent task order. The successful proposer is presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect performance on the proposed maintenance contract.

Assignment

The successful proposer shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any or all of its rights, title of interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of the ACHA. All approved sub-contractors regardless of level are held to the same requirements and obligations as the prime contractor.

Submission Requirements

Submittal Forms

Respondent must provide evidence of its capacity, at the time of submission. If submitting as a joint venture, provide joint venture agreement outlining ownership entity/ownership.

Proposers shall submit proposals incorporating the following elements:

1. The name of the Proposer, the location of the principal place of business with all contact information.
2. Staffing and Qualifications
Provide a general description of the respondent's organization and its current staffing. Include an organizational chart for this engagement, resumes of all key personnel, and copies of licenses, certifications and other related professional designations of assigned personnel. Identify the number and position titles of full and part-time staff that will be made available to fulfill the requirements of the RFP. Describe overall staffing approach.
3. Relevant Experience and Past Performance
Provide a description of all past and current similar services, total number of units under each contract and types of work completed. Include a description of experience in managing similar types of contracts.
4. Response to Statement of Works
Provide a proposed work plan and approach to the project. Explain the methodology and approach that will be employed to ensure successful completion of all assigned work including typical response times and completion times. Describe possible constraints that may arise during the performance of the contract.
5. Cost Proposal
Please provide your pricing structure per square foot for removal and per square foot for replacement. Cost must include all parts labor and material. Note if there is a minimum charge or any other costs associated not otherwise specified. Although we do not expect the work specified in this RFP to require permits, please provide you costs associated with this process.
6. Disclosure of Litigation
Provide a statement disclosing any past, current or threatened litigation to which it is a party if the amount in controversy or potential liability equals or exceeds fifty thousand dollars (\$50,000.00).

Alterations to the proposal, or the terms and conditions in this RFP may be grounds for rejecting the entire bid proposal. Late proposals shall not be accepted for any reason.

The RFP, as a general requirement, specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations ordinances, and statutes. It is the ACHA's full expectation and it will be a contractual requirement that the successful respondent fully and routinely meet this requirement. Therefore, the ACHA will carefully monitor and audit performance to ensure such performance.

Diversity and Small Business Enterprise Requirements

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that diverse and small business enterprises are utilized when possible.

MBE/WBE Participation

In accordance with 24 CFR, Part 85.36 (e)(2)(I)-(v), it is the ACHA's goal to have minority and women's business enterprise (**M/WBE**) participation in of all its contracts. Therefore, the selected Proposers firm that is not 51% minority or women-owned (non-M/BWE) will be required to take all necessary affirmative steps to assure that minority and women's business enterprises are used whenever possible. All Proposers must submit the ACHA's M/WBE Utilization Summary as part of their Proposal. Certified M/WBE firms must submit copies of its Certification from any governmental certifying agency.

The ACHA encourages joint ventures and/or partnerships with qualified minority and women-owned firms. The names of all contractors/subcontractors whom a Proposer is interested in forming a joint venture or partnership with on this project should be included in the Proposal. The ACHA reserves the right at its own discretion to reject any subcontractor recommended in the proposal.

Title VI of the Civil Rights Act

ACHA prohibits discrimination in all of its programs and activities on the basis of race, color, or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person shall be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with ACHA based on non-merit reasons.

Personnel

The proposer represent that it/they have secured or will secure at its/their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with ACHA. All services required hereunder will be performed under its/their supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform such services. Receipt of an award does not guarantee exclusivity of contract for the

outlined scope of services by ACHA. ACHA expressly retains the right to contract with third-parties that meet the criteria and can provide services to the benefit of ACHA.

Wage Rates

All laborers under this contract shall be paid no less than the advertised Maintenance Wage Rate for their position (as attached). If the task assigned is determined to be construction in nature, then Davis Bacon Wage Rates will prevail. These will be ascertained and assigned at the time of issuance of a purchase order and/or task order. Wage rates are posted at www.dol.gov

Attachments

For reference only

1. HUD-5370-C Section II General Contract Conditions, Non-Construction – 3 pages
2. Table 5.1 of HUD Procurement Handbook 7460.8 REV 2 – 2 pages
3. Insurance Requirements for Contractors - 2 pages
4. ACHA Maintenance Wage Rate – 1 page
5. Legally Required Statement and Provisions Regarding Access to Records – 2 pages

The following must be included with your submission:

6. Completed and signed copy of form HUD-5369-A, Representations, Certifications and Other Statements of Bidders – 3 pages
7. Your written proposal of fees for services noted in the Scope of Services on page 3 of 9 of the RFP and Qualifications on page 4 of 9 of the RFP
8. Proof of Insurance including Workman's Compensation or Exemption
9. Contractor license and/or business license along with EIN# and, if assigned, DUNS#

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

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

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) Any class of laborers or mechanics 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 only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), 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/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; A
- (i) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (ii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be

- final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

8. 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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

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.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Insurance Requirements for Contractors

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Builder's Risk insurance coverage for all risks of loss (*in compliance with HUD guidelines*).

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

NOTE: If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The Authority shall be named as Additional Insured on the policy.

2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Builder's Risk: Completed value of the project.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

Builder's Risk policies shall contain the following provisions:

1. The Authority shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Authority, its officers, officials, employees and volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

NOTE: If a subcontractor will be hired to perform hazardous material remediation, that sub-contractor will name the Authority, its officers, officials, employees and volunteers as additional insureds on its Pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

| | | |
|---|---|---|
| Maintenance Wage Rate Determination | U.S. Department of Housing and Urban Development Office of Labor Relations | HUD FORM 52158 (04/2005) |
| Agency Name: Alachua County Housing Authority | LR 2000 Agency ID No: FL001A | Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance |
| | Effective Date: October 01, 2022 | Expiration Date: September 30, 2024 |
| The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform. | | |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Elisa Oliver, LRS <hr/> HUD Labor Relations (Name, Title, Signature) </div> <div style="width: 45%; text-align: center;"> 10/01/2022 <hr/> Date </div> </div> | | |
| WORK CLASSIFICATION(S) | HOURLY WAGE RATES | |
| | BASIC WAGE | FRINGE BENEFIT(S) (if any) |
| Director of Maintenance | \$26.39 | \$12,000/yr |
| Maintenance Laborer-Cleaner | \$15.82 | \$12,000/yr |
| Maintenance Mechanic-Groundskeeper | \$15.82 | \$12,000/yr |
| Maintenance Mechanic I- Part time | \$15.82 | N/A |
| Maintenane Mechanic I | \$15.82 | \$12,000/yr |
| Maintenance Mechanic II | \$16.47 | \$12,000/yr |
| Maintenance Mechanic II-HVAC | \$19.06 | \$12,000/yr |
| Asbestos Removal | \$18.00 | \$0.00 |
| TRADES FOR MAINTENANCE CONTRACTS | | |
| Janitor/Grounds Laborer | | |
| Carpenter | | |
| Electrician | \$10.47 | |
| HVAC Mechanic | \$13.91 | |
| Landscaper/Groundskeeper | \$14.58 | |
| Painter | \$14.32 | |
| Plumber | \$11.19 | |
| Tile Setter | \$13.54 | |
| Tree Trimmer and Pruner | \$14.18 | |
| Operator: Backhoe/Loader Combo | \$10.48 | |
| Operator: Chipper Shredder | \$16.73 | |
| Operator: Stump Grinder | \$10.36 | |
| Operator: Bucket Truck | \$10.36 | |
| | \$10.36 | |
| | | <input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> LR Staff Initial |
| | | FOR HUD USE ONLY LR2000: Log in: Log out: |

Legally Required Statement and Provisions Regarding Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the VENDOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the VENDOR is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the VENDOR. As stated below, the VENDOR may contact the ALACHUA COUNTY HOUSING AUTHORITY'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the VENDOR is advised to seek independent legal counsel as to its legal obligations. The ALACHUA COUNTY HOUSING AUTHORITY cannot provide the VENDOR advice regarding its legal rights or obligations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) Ronald Hall
- ii) 352-372-2549 ext 512
- iii) Ron@acha-fl.com
- iv) Alachua County Housing Authority
703 NE 1st Street
Gainesville, FL 32601

If, under this Agreement, the VENDOR is providing services and is acting on behalf of the ALACHUA COUNTY HOUSING AUTHORITY as provided under Florida Statutes Section 119.011(2), the VENDOR shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the services.
- ii) Upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, provide the ALACHUA COUNTY HOUSING AUTHORITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in

Chapter 119 Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the ALACHUA COUNTY HOUSING AUTHORITY.
- iv) Upon completion of the Agreement, transfer at no cost to the ALACHUA COUNTY HOUSING AUTHORITY, all public records in possession of the VENDOR or keep and maintain public records required by the ALACHUA COUNTY HOUSING AUTHORITY to perform the service. If the VENDOR transfers all public records to the ALACHUA COUNTY HOUSING AUTHORITY upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ALACHUA COUNTY HOUSING AUTHORITY, upon request from the ALACHUA COUNTY HOUSING AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the ALACHUA COUNTY HOUSING AUTHORITY.

Failure of the VENDOR to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the ALACHUA COUNTY HOUSING AUTHORITY.

The following must be included with your submission:

- ☐ Completed and signed copy of form HUD-5369-A, Representations, Certifications and Other Statements of Bidders – 3 pages
- ☐ Your written proposal of fees for services noted in the Scope of Services on page 3 of 9 of the RFP and Qualifications on page 4 of 9 of the RFP
- ☐ Proof of Insurance including Workman's Compensation or Exemption
- ☐ Contractor license and/or business license along with EIN# and, if assigned, DUNS#

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)