



## REQUEST FOR PROPOSALS

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### *Flooring Installation Services*

**RFP No. 18-006**

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#### **Additional Information & Clarification Deadline**

June 15, 2018 at 6:00 p.m.

#### **Proposal Submission Date and Time**

June 28, 2018 at 4:00PM (EST)

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|---|
| <p>The responsibility for submitting a response to this Solicitation at the Sanford Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The Sanford Housing Authority will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.</p> |
|---|

Copies of this Solicitation document may be obtained by visiting [www.sha-nc.org](http://www.sha-nc.org).

Contact Person: Shannon Judd, CEO/Procurement and Contracting Officer. Email: [sjudd@sha-nc.org](mailto:sjudd@sha-nc.org) | Phone: (919) 776-7655, extension 222.

The Sanford Housing Authority, Sanford, NC, hereinafter referred to as "SHA" and "Owner", a recipient of federal assistance through the U.S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize a competitive negotiation process, in accordance with 24 CFR 85.36, is hereby soliciting Proposals from qualified and experienced firms who have a demonstrated track record in successfully performing flooring installation (tile, carpet).

Firm shall administer flooring installation for the housing developments. Firm must not be included on the HUD Contractor Debarred List.

Please submit one (1) original Proposal and three (3) copies of the original Proposal. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to Sanford Housing Authority, Attention: Shannon Judd/CEO, (Physical

Address) 1000 Carthage Street, Sanford, NC 27330, (Mailing Address) PO Box 636, Sanford, NC 27331. Please clearly mark Proposals:

“Important, Solicitation Enclosed”

**Flooring Installation Services  
RFP No. 18-006**

SHA’s tentative schedule for this Solicitation is as follows:

| Event   | Date  | Time    |
|---|---|---------|
| Advertisement Dates:                          | Sunday, June 3, 2018 and<br>Sunday, June 10, 2018 |         |
| Last Date for Receipt of Written Questions:   | June 15, 2018                                     | 6:00 pm |
| Last Date for Responses to Written Questions: | June 18, 2018                                     | 6:00 pm |
| Proposal Submission Deadline:                 | June 28, 2018                                     | 4:00 pm |

*(The SHA reserves the right to delay or modify scheduled dates)*

SHA is an equal opportunity agency. SHA solicits and encourages Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation in its contracts.

**Acceptance and Rejections**

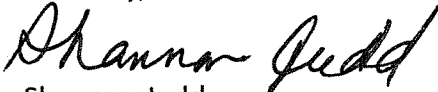
The SHA reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities regarding the specifications and to make the award to the Respondent offering the greatest advantage to the SHA.

The SHA reserves the right to cancel the solicitation. SHA reserves the right to withdraw or cancel any contract(s) resulting from this procurement. Should SHA cancel said contract, contractor will be reimbursed for cost incurred up to that point (providing these costs are legitimate and documented to SHA’s satisfaction) in providing said study. Additionally, the firm will be entitled to retain any prorated payments it has received up to that point.

Further information regarding this solicitation can be found at [www.sha-nc.org](http://www.sha-nc.org).

We look forward to your active participation in this Solicitation.

Sincerely,



Shannon Judd,

CEO/Procurement & Contracting Officer

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## **Introduction**

The Sanford Housing Authority, Sanford, NC, hereinafter referred to as "SHA" and "Owner", a recipient of federal assistance through the U.S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize a competitive negotiation process, in accordance with 24 CFR 85.36, is hereby soliciting Proposals from qualified and experienced firms who have a demonstrated track record in successfully performing flooring installation (tile, carpet).

Respondents will be evaluated on relevant experience, documented project staffing, corporate management support, past performance and price. The solicitation will provide the specific requirements for submission.

## **Housing Program**

The housing program is comprised of 446 units. The units are in eight developments (three AMPs) located in Lee County, North Carolina (Utley Plaza – 56 units; Foushee Heights – 40 units; Linden Heights – 46 units; Stewart Manor – 100 units; Matthews Court – 50 units; Gilmore Terrace – 71 units; Garden Street – 57 units; Harris Court – 26 units).

## **Proposal Deadline**

Proposals shall be received until **4:00 P.M., EST, on June 28, 2018**. Proposals may be submitted prior to the deadline, but no proposal shall be evaluated until after this deadline. No proposals will be accepted after the deadline. This will be an electronic RFP and will only be available on [www.sha-nc.org](http://www.sha-nc.org). All modifications to this RFP will be posted on the Sanford Housing Authority's web site and will not be e-mailed or sent via mail. It is the firm's responsibility to ensure that the entire RFP package has been reviewed prior to the firm's submittal of a proposal.

## **Submission Package**

Bidders shall provide one (1) unbound original and three (3) copies of their complete submission package in a sealed envelope or box, three hole-punched. The Bidder shall also provide one PDF version to be submitted on a CD. The cost proposal for services to be rendered pursuant to this solicitation must be placed in a separate, sealed envelope which is to then be placed within the submission package. On the outside of the submission package should be the bidder's name, address and the due date along with the following information:

### **Flooring Installation Services Request for Proposals (RFP #18-006)**

The proposals should be delivered or mailed to the following address:

Sanford Housing Authority  
Attn: Shannon Judd, Chief Executive Officer  
1000 Carthage Street (Physical Address)  
Sanford, North Carolina 27330

Sanford Housing Authority  
Attn: Shannon Judd, Chief Executive Officer  
PO Box 636 (Mailing Address)  
Sanford, North Carolina 27331

The submission package shall be signed by an officer of the respondent who is legally authorized to enter into a contractual relationship on behalf of the respondent, and the respondent shall affix the organization's corporate seal to these documents. In the absence of a corporate seal, the submission package shall be

notarized.

SHA reserves the right to reject any or all proposals or to waive any informalities in the bidding, or select the proposal which in its opinion, is in the best interest of SHA. No bid shall be withdrawn for a period of 60 days subsequent to the opening of bids without the consent of SHA.

### **Deadline for Inquiries**

Questions concerning this RFP shall be submitted via email only to [sjudd@sha-nc.org](mailto:sjudd@sha-nc.org) and the deadline for inquiries is June 15, 2018 at 6:00 p.m. EST. No phone calls will be accepted. No verbal requests for clarification or information will be accepted. Responses to emailed questions will be posted on [www.sha-nc.org](http://www.sha-nc.org) as an addendum and such Addenda will have the same binding effect as though contained in the original RFP.

### **Scope of Work**

The contractor shall provide all labor, materials and equipment and perform all operations necessary to perform the flooring replacement at various locations owned by SHA. SHA requires the Contractor to respond timely to service calls to renovate units and perform the following but not limited to: removing and replacing carpet, removing tile and installing carpet, removing carpet and installing tile. Workmanship is to be of the highest quality standards to the satisfaction of SHA. **Damage caused by the contractor will be the financial responsibility of the contractor.**

Surfaces to receive VCT shall be thoroughly cured and dry, broom clean and free of dirt, grease and oil. Fill all cracks, holes and voids in underlayment and thoroughly clean surfaces. Prime concrete and gypsum cementitious underlayment according to the adhesive manufacturer's recommendations.

Contractor shall install new VCT flooring over existing concrete floor (where it exists). Installation shall include the application of a concrete embossed leveler over the existing concrete to fill any deviations and prevent "telegraphing" of imperfections.

All carpet shall lay smooth and straight with limited number of seams. All VCT shall be tight with no gaps and cleaned and ready for waxing.

After completion of work, all new and existing components shall be inspected, adjusted, put into working order and left clean, free of dirt, etc. Contractor shall also protect installed product's finished surfaces from damage.

### **Experience**

- A.** The Contractor shall have experience with the various trades to remove and install flooring as requested.
- B.** Bidders are required to submit two (2) references for similar projects or work. References should include the name of the contact person, business phone number, and general description of the project or work that was performed.
- C.** Contractor must demonstrate two (2) years of carpet installation. SHA reserves the right to verify experience and NC License requirements.



## Types of Work

### Carpet and Tile Replacement

As needed, vendor shall remove and replace existing carpet, remove and replace VCT tile, remove VCT tile and replace with carpet, or remove carpet and replace with VCT tile. This shall include padding.

Upon notification, vendor will meet with SHA staff for a unit investigation before beginning work. The selected vendor shall make themselves familiar with the different types of residences. If a Notice to Proceed is signed by the contractor and SHA prior to 12:00 PM it will be established as the beginning start date. If signed after 12:00 PM the established start date will be the following day.

Contractor's employees (including subcontractors) shall conduct themselves in a professional manner at all times. No drink bottles, wrappers, lunches, or other debris will be allowed to be left inside or outside of the units. Parking will only be permitted in the streets or driveways.

All activity will be conducted in a safe manner. Tools, materials, and other equipment will be kept only in the work areas and will not interfere with residents' use of the facilities. **All waste must be disposed of by the contractor off SHA property.**

Contractors will plan a schedule of work to be approved by the designated Maintenance Staff and Housing Manager for the development. Any condition which may prevent a contractor from performing the work outlined and agreed upon will be reported immediately to the designated Maintenance Staff and Housing Manager for the development.

All work is to be performed in accordance with all applicable local, State, and Federal standards and any applicable manufacturer's specifications.

## General Provisions

### Materials Used

All materials used will be the highest-grade products and shall be standardized with the SHA material list or approved by the designated Maintenance Staff or Housing Manager.

Adhesive shall be a waterproof adhesive as recommended by the manufacturer for the specific sheet VCT, substrate and location. Edge Strips or carpet molding shall be metal or vinyl matching the color of the adjacent flooring as close as possible.

### Floors (Resilient Floor Covering Materials):

Where vacuuming methods are selected, High Efficiency Particulate Air (HEPA) filtered vacuuming equipment and a metal floor attachment must be used. The equipment shall be used and emptied in a manner that minimizes the re-entry of asbestos into the workplace.

Waste Disposal: Asbestos waste scrap, debris, bags, containers, equipment and contaminated clothing consigned for disposal shall be collected and disposed of in sealed, impermeable containers.

Care of Asbestos-Containing Flooring Material: All vinyl and asphalt flooring material shall be maintained in accordance with this paragraph unless the building/facility owner demonstrates that the flooring does not contain asbestos.

Sanding of flooring material is prohibited.

Stripping of finishes shall be conducted using low abrasion pads at a speed lower than 300 rpm and wet methods.

Burnishing or dry buffing may be performed only on flooring which has sufficient finish so that the pad cannot contact the flooring material.

No Dusting of debris in an area containing accessible thermal system insulation or surfacing material or visible deteriorated Asbestos Containing Material (ACM).

Floors shall not be dusted or swept dry or vacuumed without using HEPA filter.

Filters shall be promptly cleaned up and disposed of in airtight containers.

### Workmanship

All workmanship shall be of the highest standards with material installed properly and in a professional workmanship-like manner. **The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of all labor and materials (notwithstanding additional manufacturer warranties).**

### Damage to Units:

The contractor will be liable for damages caused to units, furnishings, and personal property of residents when work is being conducted in units.

### **Disputes**

Disputes pursuant to the agreement may either be in regard to the quality of work or performance and those related to the contract terms.

#### ***Quality of work/performance disputes:***

If a Contractor disagrees with a finding that work performed is inadequate or otherwise unacceptable, a written claim will be submitted to the Housing Manager.

The Housing Manager will have 30 days to render a decision.

If a Contractor disagrees with the Housing Manager's decision, one appeal may be filed within 10 days to the Housing Manager's supervisor.

Said supervisor will have 30 days to render a decision. All such decisions shall be final.

#### ***Contract related disputes:***

If a Contractor disagrees with the application, interpretation, or execution of any terms of the contract, they shall submit a claim to the SHA' Contracting Officer, in this case, the Executive Director. The Contracting Officer will render a decision and notify the contractor within 30 days of receipt. Such decisions will be final.



**Term of Contract**

The term of the contract will be for one year, tentatively commencing July 2018. The contract will have four (4) one-year renewal options and shall not exceed five (5) years.

**Termination**

SHA may terminate the agreement when it is deemed that termination is in the best interest of the agency. Either party must provide at least a 30-day notice of termination. Any such termination shall be affected by delivery of a Notice of Termination and the date upon which the termination becomes effective. The contractor may make a claim for the cost of work performed up to the date of the termination. Either party may terminate the agreement without cause at any time.

**Change Orders**

From time to time it may be necessary to make changes to the initial or subsequently agreed upon scope of work for a unit. All such changes shall be accomplished via a written change order outlining the additional directions, work to be performed, time for completion, and additional cost.

**Contract Price**

SHA will pay the Contractor from current funds upon successful completion and acceptance of work per unit and submission of an individually numbered invoice, including the purchase order number issued by SHA. Payment terms are normally net 30 from receipt of the invoice.

**Davis-Bacon Compliance**

All Contractors will be required to comply with the provisions of the Davis-Bacon Act and related acts as described in General Conditions for Non-Construction Contracts Section I – HUD Form 5370-C (10/2006).

**Section 3**

The purpose of Section 3 of the U. S. Department of Housing and Urban Development (HUD) Act of 1968 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, be directed toward low and very low-income persons.

Low-income is defined as a single person or family whose income does not exceed 80% of the median income for the area. A very low-income person is defined as a family or single person whose income does not exceed 50% of the median income for the area.

Section 3 is applicable when funds from the U. S. Department of Housing and Urban Development are used on a project and when additional persons (new hires) are employed. A new hire is any person hired after signing the contract or who is not a current employee.

**Proposal Documents**

Responding firms must submit proposals that include the following information:

Experience - Contractor shall have experience with the various trades to remove and install flooring as requested.

Contractor must demonstrate two (2) years of carpet installation. SHA reserves the right to verify experience and NC License requirements.

References - Bidders are required to submit two (2) references for similar projects or work. References should include the name of the contact person, business phone number, and general description of the project or work that was performed. The responder shall include the name of the organization, contact person, address, email, and telephone number.

Price - Please provide unit costs for the flooring installation services.

Business License - Provide a valid business license.

Insurance – Provide current insurance policy meeting insurance certificate requirements.

HUD Forms – Provide all HUD forms included in this solicitation.

It is the sole responsibility of the Proposer to ensure that all submission requirements are met.

Responding firms should also indicate unit costs for any additional reimbursable expenses (if any) such as mileage. Please note: the price and unit cost information must be placed in a separate, sealed envelope included with the rest of the submission package.

### **Affirmative Action**

SHA requires that each respondent be an Equal Opportunity Employer: Provide a statement indicating the firm's compliance with all government regulations regarding non-discriminatory employment practices.

During the performance of any contract resulting from this solicitation, the selected respondent agrees as follows:

It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

### **Selection Criteria**

The firm determined by the SHA to be the most qualified in terms of actual demonstrable experience, knowledge, and perceived benefit to the SHA's objectives will be selected and contract negotiations with said

firm commenced.

### **RFP Requirements and Conditions**

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

### **Cost of Proposal**

Costs incurred by any respondent in the preparation of its response to the RFP are the responsibility of the respondent and will not be reimbursed by SHA. Respondents shall not include any such expenses as part of their proposals.

### **Clarification to RFP**

SHA reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a respondent to respond to such a request for additional information or clarification could result in rejection of the company's response.

### **Cancellation of RFP**

SHA reserves the right to cancel the RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the SHA. The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

Respondent, by submitting a proposal, hereby certifies that no officer, agent or employee of the SHA has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent, and that the respondent is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

### **Insurance Requirements**

The contractor shall obtain and keep in force the minimum insurance depicted below.

Prior to execution of any contract, the Contractor shall furnish proof that such insurance is in effect.

All insurance maintained by the Contractor must include a requirement that the insurer will provide SHA with at least ten days written notice of any material change in or cancellation of such insurance. The Sanford Housing Authority must be added as an additional insured on the Certificate of Insurance provided to SHA.

All insurance shall remain in effect for the duration of this contract. All insurance and bonds shall be secured from companies licensed to do business in the State of North Carolina and shall be countersigned by a licensed resident agent.

Required insurance coverages include:

Worker's Compensation – as required by the laws of North Carolina covering all Contractor employees engaged in any work hereunder. Coverage must be in an amount at least equal to \$10,000 per employee per accident.

Commercial Liability Insurance – in the amount of \$100,000 for liability for bodily injury or death of any one person in any one accident; for property damage in the amount of \$10,000 for any one accident and \$10,000 in the aggregate. It is understood that any work described in this agreement that is undertaken by a subcontractor for the contractor will be required to carry the same insurance as listed above. SHA will require proper certificates be furnished evidencing that such insurance is in effect for at least the same terms as the Contractor.

The Contractor shall notify the Sanford Housing Authority promptly of all injuries and damages to person(s) or property in any way arising out of performance of work under this contract. No settlement of payment for any claim to which the SHA may be charged with the obligation to payment or reimbursement shall be made by the contractor without the written approval of the SHA.

### **Liability**

The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on SHA premises. The contractor or his insurer shall reimburse the SHA for any such damage or loss within 30 days after a claim is submitted.

### **Indemnification**

Contractor agrees to protect, defend, indemnify and hold the Housing Authority, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the contractor, its officers, employees, or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

### **Default**

Failure to satisfactorily perform the services required by the contract will be grounds for the Sanford Housing Authority to declare the Contractor in default.

### **Attachments, Forms & Appendices**

All Contract forms must be completed (with all blanks filled in), executed and properly notarized (if required). The following forms must be submitted in the following order:

**Form A-1** Certification for Business Concerns Seeking Section 3 Preference

**Form A-2** Certification Regarding Debarment and Suspension, form HUD-2992 (3/98)

**Form A-3** Instructions to Offerors Non-Construction (HUD-5369-B 8/93)

**Form A-4** Certifications and Representations of Offerors Non-Construction Contract (HUD-5369-C 8/93) Supplementary Instructions to Bidders

**Form A-5** General Contract Conditions Non-Construction–Section I (HUD-5370-C 10/2006)

**Form A-6** Certification of a Drug-Free Workplace (HUD-50070 3/98)

**Form A-7** Certification of Payments to Influence Federal Transactions, Form HUD-50071 (3/98)

**Form A-8** Form of Non-Collusive Affidavit

**Form A-9** Affidavit of Non-Default

**Form A-10** Disclosure of Lobbying Activities SF-LLL (Rev. 7-97)

**Form A-11** Statement indicating the firm’s compliance with all government regulations regarding non-discriminatory employment practices

**Form A-12** Contractor Qualifications for Work Involving Hazardous Building Materials

**Form A-13** Wage Rates

**Form A-14** Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

**Form A-15** Insurance Requirements *(Provide copies of the required Insurance)*

This document, together with the Respondent’s proposal, and the other documents enumerated, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event any provision in any component part of the Contract conflicts with any provision of any other component part, SHA will verify the appropriate that shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order or preference of the component part of the contract which each modifies.

“Form A-12 Acknowledgement of addenda”, is the sole responsibility of the Respondent to check the SHA’s website at [www.sha-nc.org](http://www.sha-nc.org) for all applicable addenda.

**Proposal Submittal and Narrative Description Checklist**

***Flooring Installation Services***

**RFP 18-006**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include the requirements listed throughout this Solicitation. It sets guidelines for consideration and may be added to as the need arises. The SHA Forms Checklist is noted on page 18 of this solicitation.

Company Name: \_\_\_\_\_

Each item listed below should immediately follow this checklist, in said order:

| No.                   |                     | Checklist Items |                          |
|-----------------------|---------------------|-----------------|--------------------------|
| 1.)                   | Cover Page          |                 | <input type="checkbox"/> |
| 2.)                   | Submittal Checklist |                 | <input type="checkbox"/> |
| Narrative Description |                     |                 |                          |
| 3.)                   | Experience          |                 | <input type="checkbox"/> |
| 4.)                   | References          |                 | <input type="checkbox"/> |
| 5.)                   | Cost                |                 | <input type="checkbox"/> |
| 6.)                   | Business License    |                 | <input type="checkbox"/> |
| 7.)                   | Insurance           |                 | <input type="checkbox"/> |
| 8.)                   | HUD Forms           |                 | <input type="checkbox"/> |

**Cover Page and Contact Person Information**

***Flooring Installation Services***

**RFP 18-006**

Include this sheet as the very first page of your Proposal. Please complete the entire form in its entirety. The contact person indicated should be someone the SHA may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Proposer(s):

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Doing Business As (DBA), *If applicable*:

---

Federal Employee Identification  
(FEIN) Number:

---

Mailing Address:

---

City, State, Zip Code:

---

Contact Persons Name:

---

Title:

---

Email Address:

---

Telephone Number:

---

Fax Number:

---



**Price Proposal Form**

***Flooring Installation Services***

**RFP 18-006**

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and/or products requested by the Sanford Housing Authority.

| <b>Development Name</b>                        | <b># of Bedrooms</b> | <b>Unit Size</b> | <b>Carpet Replacement Cost</b> | <b>Tile Replacement Cost</b> |
|--|----------------------|------------------|--------------------------------|------------------------------|
| Linden Heights                                 | efficiency           | 384 sq. ft.      |                                |                              |
| (Units currently comprised of tile)            | 1                    | 600 sq. ft.      |                                |                              |
|  | 2                    | 625 sq. ft.      |                                |                              |
|  | 3                    | 918 sq. ft.      |                                |                              |
|  | 4                    | 1140 sq. ft.     |                                |                              |
|  |                      |                  |                                |                              |
| Gilmore Terrace                                | 1                    | 640 sq. Ft.      |                                |                              |
| (Units currently comprised of tile)            | 2                    | 846 sq. ft.      |                                |                              |
|  | 3                    | 1015 sq. ft.     |                                |                              |
|  | 4                    | 1480 sq. ft.     |                                |                              |
|  | 5                    | 1728 sq. ft.     |                                |                              |
|  |                      |                  |                                |                              |
| Matthews Court                                 | efficiency           | 420 sq. ft.      |                                |                              |
| (Units currently comprised of tile)            | 1                    | 550 sq. ft       |                                |                              |
|  | 2                    | 590 sq. ft       |                                |                              |
|  |                      |                  |                                |                              |
| Garden St Community                            | 4                    | 1018 sq. ft.     |                                |                              |
| (Units currently comprised of tile)            | 3                    | 825 sq. ft.      |                                |                              |
|  | 3                    | 945 sq. ft.      |                                |                              |
|  | 2                    | 750 sq. ft.      |                                |                              |
|  |                      |                  |                                |                              |
| Stewart Manor                                  | efficiency           | 420 sq. ft.      |                                |                              |
| (Units currently comprised of carpet and tile) | 1                    | 525 sq. ft.      |                                |                              |
|  | 2                    | 840 sq. ft.      |                                |                              |
|  |                      |                  |                                |                              |
| Harris Court                                   | 1                    | 561 sq. ft.      |                                |                              |
| (Units currently comprised of tile)            | 2                    | 825 sq. ft.      |                                |                              |
|  |                      |                  |                                |                              |
| Utley Plaza                                    | 1                    | 552 sq. ft.      |                                |                              |
| (Units currently comprised of tile)            | 2                    | 725 sq. ft.      |                                |                              |

|                                     |   |              |  |  |
|-------------------------------------|---|--------------|--|--|
|                                     | 3 | 950 sq. ft   |  |  |
|                                     |   |              |  |  |
| Foushee Heights                     | 2 | 646 sq. ft   |  |  |
| (Units currently comprised of tile) | 3 | 1,014 sq. ft |  |  |
|                                     |   |              |  |  |

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Contract signature and approval.
2. I understand and agree to be bound by the conditions contained in the Request for Proposals and shall conform to all requirements of the Request of Proposals.

---

Signature/Title

## **Forms Checklist**

### ***Flooring Installation Services***

**RFP 18-006**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include all requirements listed throughout this Solicitation. It sets guidelines for consideration and may be added to as the need arises.

Each item listed below should immediately follow this checklist, in said order (following the checklist items above):

| No.  | SHA Contract Forms   | Checklist                |
|------|--|--------------------------|
| A-1  | Certification for Business Concerns Seeking Section 3 Preferences  | <input type="checkbox"/> |
| A-2  | Certification Regarding Debarment and Suspension, form HUD-2992 (3/98)   | <input type="checkbox"/> |
| A-3  | Instructions to Offerors Non-Construction (HUD-5369-B 8/93)  | <input type="checkbox"/> |
| A-4  | Certifications and Representations of Offerors Non-Construction Contract (HUD-5369-C 8/93) Supplementary Instructions to Bidders | <input type="checkbox"/> |
| A-5  | General Contract Conditions Non-Construction—Section I (HUD-5370-C 10/2006)  | <input type="checkbox"/> |
| A-6  | Certification of a Drug-Free Workplace (HUD-50070 3/98)  | <input type="checkbox"/> |
| A-7  | Certification of Payments to Influence Federal Transactions, (HUD-50071)   | <input type="checkbox"/> |
| A-8  | Form of Non-Collusive Affidavit  | <input type="checkbox"/> |
| A-9  | Affidavit of Non-Default   | <input type="checkbox"/> |
| A-10 | Disclosure of Lobbying Activities SF-LLL   | <input type="checkbox"/> |

|      |  |                          |
|------|--|--------------------------|
| A-11 | Affirmative Action Statement   | <input type="checkbox"/> |
| A-12 | Acknowledgement of Addenda <i>(if applicable, attach copies of addendum)</i> | <input type="checkbox"/> |
| A-13 | Insurance Requirements <i>(Provide copies of the required Insurance)</i>     | <input type="checkbox"/> |

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will not be accepted.

Form A-1  
Section 3 Clause

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project, be awarded to business concerns which are in, or owned in substantial part by persons residing in the Section 3 covered project. For the purposes of training and employment, the Section 3 area is the metropolitan area or non-metropolitan county in which the project is located.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE**

I, \_\_\_\_\_, certify that  
\_\_\_\_\_ is a *Section 3 Business Concern* as defined by  
(check one):

- ☐ The business is 51% or more owned by Section 3 residents; or,
- ☐ The business' permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or,
- ☐ The business can provide evidence of a commitment to subcontract more than 25% of the dollar amount of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) and (b) above.

\_\_\_\_\_ is a (check one):

- ☐ Sole Proprietorship
- ☐ Partnership

[   ] Corporation

Evidence in support of our claim as a *Section 3 Business Concern* is attached.

[   ]Yes [   ]No

|           |                    |      |
|-----------|--------------------|------|
| <hr/>     |                    |      |
| Signature | Name Printed/Typed | Date |

|           |  |  |
|-----------|--|--|
| <hr/>     |  |  |
| Firm Name |  |  |

|                        |  |  |
|------------------------|--|--|
| <hr/>                  |  |  |
| Address/City/State/Zip |  |  |

**Form A-2**  
**Certification Regarding Debarment and Suspension, form HUD-2992 (3/98)**



# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

---

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

|   |  |       |
|---|--|-------|
| Applicant                                   |  | Date  |
| Signature of Authorized Certifying Official |  | Title |

**Form A-3**

**Instruction to Offerors Non-Construction, form HUD-5369-B (8/93)**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 and the offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]



# Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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



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

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

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**Form A-5**

**General Conditions for Non-Construction Contracts, Section I – (With or without Maintenance Work), form HUD 5370-C (10/2006)**

# General Conditions for Non-Construction Contracts

## Section I – (With or without 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. 1/31/2017)

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

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) 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 I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) 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 HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (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.

#### 6. 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.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (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 the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.
  - (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered Federal actions: 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.
  - (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. 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



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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.

## **22. 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.

**Form A-6**  
**Certification for a Drug-Free Workplace, form HUD-50070 (3/98)**

# 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

**Form A-7**

**Certification of Payments to Influence Federal Transactions, Form HUD-50071 (3/98)**

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

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 sub recipients 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)

**Form A-8**  
**Form of Non-Collusive Affidavit**  
**AFFIDAVIT**

(Prime Bidder)

State of \_\_\_\_\_)ss.

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

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(Partner or Officer of the Firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to affix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Sanford Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: \_\_\_\_\_ Name of Bidder if  
Bidder is an Individual

\_\_\_\_\_  
Name of Partner if Bidder is a Partnership

\_\_\_\_\_  
Name of Officer if Bidder is a Corporation

Subscribed and sworn to before me \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

My commission expires \_\_\_\_\_ 20\_\_\_\_\_.

## **INSTRUCTIONS FOR AFFIDAVIT OF NON-DEFAULT**

This form must be signed by all principals who will work on this contract. Principals may all use, sign, and file the same form or they may file separate forms.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations or any other public or private entity that will participate in the contract as a prime contractor.

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 to be 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.

Exception for corporation - All principals must personally sign the certification. If, however, a public agency is a principal, all of its officers, directors, commissioners, trustees and stockholders with 10 or more of the common (voting) stock need not sign personally if they all have the same record of report. Only the officer who is authorized to sign for the corporation or agency must personally sign the certification. However, any person who has information to report which is substantially different from that of his or her organization must report that activity on this form and sign his or her name.

If you cannot certify and sign the certificate as it is printed because some statements do not correctly describe your record, then use a pen and strike through those parts that differ with your record, and sign that part you permitted to remain, and which does describe you or your record.

Attach a signed explanation of the terms you have struck out on the certification and report the facts of your correct record. Item (e) above relates to felony convictions within the past 10 years. A felony conviction will not 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.

**Form A-9**  
**Affidavit of Non-Default**

*AFFIDAVIT*  
**(Prime Proposer)**

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

\_\_\_\_\_, being duly sworn according to law, deposes and says:

1. That he/she is \_\_\_\_\_ (a partner/officer of the  
firm of \_\_\_\_\_), the party  
making the foregoing Proposal or Proposals.

2. He/she further certifies as follows:

- (a) that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith;
- (b) that for the period beginning 10 years prior to the date of this certification, and except as shown on the attachment, I have not experienced defaults or noncompliance under any contract for the U. S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts;
- (c) to the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other governmental investigations concerning me or work under any of my contracts;
- (d) there has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence;
- (e) I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than 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) I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal government, any State government, the City of Sanford, NC, or the Sanford Housing Authority from doing business with such Department or Agency;



(g) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond;

(h) all the names of the parties known to me to be principals in this contract in which I propose to participate are included on resumes submitted with this proposal;

(i) to my knowledge I have not been found by HUD or the State of North Carolina to be in noncompliance with any applicable civil right laws;

(j) I am not a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Sanford Housing Authority;

(k) I am not an officer or employee or commissioner of the Sanford Housing Authority who is prohibited or limited by law from contracting with SHA; and

(l) statements above (if any) to which I cannot certify, have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think help to qualify me as a responsible principal in this project.

By: \_\_\_\_\_  
Signature of Individual if the Proposer is an Individual

Sworn to and Subscribed \_\_\_\_\_  
Signature of Partner if the Proposer is a Partnership

Before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_,  
20\_\_\_\_. Signature of Officer if the Proposer is a Corporation

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
(Title) Place Corporate Seal Here

**Form A-10**  
**Disclosure of Lobbying Activities SF-LLL (Rev. 7-97)**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

|   |   |  |
|---|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known:   |   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known:  |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable:  |  |
| <b>8. Federal Action Number, If known:</b>  | <b>9. Award Amount, If known:</b><br>\$   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(If individual, last name, first name, MI):</i>   | <b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i>   |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____   |  |
| <b>Federal Use Only:</b>  |   | Authorized for Local Reproduction<br>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 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 receipt. 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. 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.*

**FORM A-11**

**STATEMENT INDICATING COMPLIANCE WITH ALL GOVERNMENT REGULATIONS REGARDING NON-DISCRIMINATORY EMPLOYMENT PRACTICES**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.:

PROPOSAL DUE DATE:

RFP FOR:

NAME OF PROPOSER: \_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges the receipt of the following addenda:

|                    |             |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Form A-13**  
**Provide Copies of Required Insurance**