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RFQ # 20-001
Phase I and Phase II Environmental Assessments

Shannon Judd
Chief Executive Officer

March 4, 2020

TABLE OF CONTENTS

<u>INTRODUCTION</u>	<u>5</u>
<u>SCOPE OF WORK</u>	<u>6</u>
<u>SUBMISSION REQUIREMENTS</u>	<u>6</u>
<u>INSTRUCTIONS AND INFORMATION</u>	<u>7</u>
LETTER OF INTEREST	7
STATEMENT OF PROJECT UNDERSTANDING	7
ORGANIZATIONAL STRUCTURE	7
DOCUMENTATION OF PAST PERFORMANCE	7
APPROACH AND STRATEGY	7
REFERENCES	7
SECTION 3 PLAN	8
RESPONSES SUBMITTAL LOCATION	8
<u>INDEMNIFICATION AND INSURANCE</u>	<u>8</u>
COMMERCIAL/COMPENSATION GENERAL LIABILITY	8
WORKER'S COMPENSATION	8
PROFESSIONAL LIABILITY	8
<u>EVALUATION CRITERIA</u>	<u>9</u>
<u>INTERPRETATION</u>	<u>10</u>
<u>SHA OPTIONS</u>	<u>10</u>
<u>LATE SUBMISSIONS AND MODIFICATINS OF PROPOSALS</u>	<u>11</u>
<u>GOVERNING PROVISIONS AND LIMITATIONS</u>	<u>11</u>
<u>WITHDRAWALS OF INTEREST</u>	<u>12</u>
<u>SERVICE OF PROTEST</u>	<u>12</u>
<u>CONTRACT AWARD</u>	<u>12</u>

<u>CONTRACT PERIOD</u>	<u>13</u>
<u>ORDER OF PRECEDENCE</u>	<u>13</u>
<u>PAYMENTS</u>	<u>13</u>
<u>CONTRACT MODIFICATIONS</u>	<u>13</u>
<u>CHANGE ORDERS</u>	<u>13</u>
<u>SUSPENSION OF WORK</u>	<u>14</u>
<u>DISPUTES</u>	<u>14</u>
<u>DEFAULT</u>	<u>15</u>
<u>TERMINATION</u>	<u>15</u>
<u>ASSIGNMENT OF CONTRACT</u>	<u>16</u>
<u>SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, AND WOMEN'S BUSINESS ENTERPRISE</u>	<u>16</u>
<u>PROHIBITION AGAINST LIENS</u>	<u>17</u>
<u>CONTACT WITH SHA STAFF, BOARD AND RESIDENTS</u>	<u>17</u>
<u>INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES</u>	<u>17</u>
<u>PERSONNEL</u>	<u>17</u>
<u>MISCELLANEOUS</u>	<u>17</u>
<u>EQUAL EMPLOYMENT OPPORTUNITY</u>	<u>17</u>
<u>EQUAL OPPORTUNITY FOR BUSINESSES AND UNEMPLOYED AND UNDEREMPLOYED PERSONS ((HUD ACT OF 1968, SECTION 3 REQUIREMENTS))</u>	<u>19</u>
<u>CONTRACT REQUIREMENTS</u>	<u>20</u>

**APPENDIX A – REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION
(FORM HUD 7015.15)**

APPENDIX B – MAP OF PROPERTIES LOCATIONS

**APPENDIX C – CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(FORM HUD 2992, 3/98)**

**APPENDIX D – INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS (FORM HUD 5369 B, 8/93)**

**APPENDIX E – CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
NON-CONSTRUCTION CONTRACT (FORM HUD 5369 C, 8/93)**

**APPENDIX F – GENERAL CONTRACT CONDITIONS NON-CONSTRUCTION
SECTION I (FORM HUD 5370 C, 10/2006)**

**APPENDIX G– CERTIFICATION OF A DRUG-FREE WORKPLACE (FORM HUD
50070, 3/98)**

APPENDIX H – FORM OF NON-COLLUSIVE AFFIDAVIT

APPENDIX I – AFFIDAVIT OF NON-DEFAULT

**APPENDIX J – CERTIFICATION FOR BUSINESS CONCERNS SEEKING
SECTION 3 PREFERENCE**

Introduction

The Sanford Housing Authority (SHA) was incorporated September 8, 1961 and is governed by a seven-member Board of Commissioners. The Chief Executive Officer and Procurement/Contracting Officer is Shannon Judd.

The SHA is in the process of converting some of its public housing portfolio via the Rental Assistance Demonstration (RAD) Program, and via the Project-Based Voucher (PBV) Method, Renovations of those properties will be various resources such as low-income housing tax credits, FHA loans, etc. It anticipates renovating its other developments via various financial sources.

The SHA, pursuant for the procurement regulations of 2 CFR Part 200, seeks responses to this Request for Qualifications (RFQ) to procure the services of a firm to conduct Phase I Environmental Site Assessments, and possibly Phase II Environmental Site Assessments, in accordance with applicable ASTM standards, and the U.S. Department of Housing and Urban Development's (HUD) environmental review requirements for first component RAD conversions. The respondents shall be qualified and experienced firms who have a demonstrated track record in successfully performing Phase I and II Environmental Assessments, to include radon testing, mold testing, etc. in accordance with the applicable rules, laws and regulations. **Proposals are due no later than Wednesday, April 1, 2020 at 4:00 p.m.**

Minority, women owned, and Section 3 businesses are encouraged to respond.

SHA currently administers subsidy to multiple residential housing units under various components of the Housing Assistance Programs, including the Public Housing Program.

The SHA's seeks services for:

- Linden Heights (46 units), Utley Plaza (55 units) and Foushee Heights (40 units) (as one report but identifying findings per development). The proposed renovation work items are identified as Appendix A;
- Stewart Manor (99 units);
- Harris Court (26 units);
- 226 Linden Avenue (5 units);
- Future land/properties owned by SHA and/or its affiliate entities

The selected firm must abide by the U.S. Department of Housing and Urban Development's (HUD) environmental review requirements for first component RAD conversions (Appendix B) and other redevelopment activities. More information about the RAD program can be found at www.hud.gov/rad. Appendix A includes Form Hud 7015.15, which shall be completed on behalf of SHA, for submission to HUD.

Please provide the compensation required for conducting Phase I Environmental Assessments, mold testing, radon testing, asbestos testing, noise analysis, completion of the HEROS report. Other required services may be requested. All requested services will be issued via a task order.

Firms must not be included on the HUD Contractor Debarred List.

Scope of Work

1. Conduct Phase I Environmental Site Assessment services for:
 - a. Linden Heights, Utley Plaza and Foushee Heights (as one report, but identifying findings separately per development);
 - b. Stewart Manor;
 - c. Harris Court;
 - d. 226 Linden Ave; and
 - e. Future land/properties owned by SHA and/or its affiliate entities.
2. Within 30 days of the Notice-to-Proceed, provide three copies of the Phase I Environmental Site Assessment reports. Reports shall be bound in either a three- ring binder or another format. The information should also be provided on a CD in PDF format.
3. Review background and historical information such as aerial photographs, topographic maps, and previous geotechnical reports for indications of past and present use of the site. The target areas for the performance of the Phase I Environmental Site Assessments are located on the map (Appendix D).
4. Conduct Phase II Environmental Site Assessment services, if necessary. This testing shall include any appropriate testing for environmental hazards such as lead, asbestos, radon, underground or above ground storage tanks and other environmental hazards. No drilling, sampling, etc. shall occur without first obtaining written consent. Should Phase II Environmental Site Assessments be necessary, they too shall be bound in either a three- ring binder or another format. The information should also be provided on a CD in PDF format.
5. Perform a visual assessment of readily accessible interior areas of the subject buildings to look for signs of moisture intrusion and/or damage and mold growth such as: visible mold, discoloration on surfaces, wet or damp building materials, water stains, rust on metal surfaces, and mineral deposits on masonry or concrete. Temperature, relative humidity, carbon dioxide, and carbon monoxide will be measured in the areas that mold samples are collected. Conduct a visual assessment of central HVAC units or PTAC units that supply the buildings. The inspector will inspect: the air handler, circulation fan and air filter, the condensate pump, readily visible ductwork, representative number of supply and return air registers, the central humidifier, the central air conditioning unit, the readily accessible air conditioning coil, and the readily accessible condensate pan. Mold Samples will be collected using the spore trap sampling method for total mold spores and per the client's request, will be submitted to and AIHA accredited laboratory for analysis by direct microscopic examination. If indoor mold levels exceed respective outdoor mold type levels and/or the predominant indoor mold types differ from those found outdoors, the indoor mold levels are considered to be amplified, implying an indoor mold source may be present.

Submission Requirements

Each firm is requested to submit a proposal providing information on the items listed in this RFQ. Hand-written proposals are not acceptable. All responses to this RFQ must be bound in either a three-ring binder or other format. This information is to also be provided on a CD in PDF format. Rubber bands **do not** constitute an acceptable binding format. Each applicant must submit one original and two copies of their proposal. Original copies must contain original signatures. SHA's selection shall be based on the technical evaluation of each firm's qualifications. The relative weight for each category that will be used

during the RFQ review is identified below. All responses to this RFQ should address each of the items listed.

Inquiries regarding this Request for Qualifications shall be directed to Shannon Judd, Chief Executive Officer, until Tuesday March 17th. Responses will be posted no later than 5:00 p.m. Thursday March 19th.

Instructions and Information

Your proposal must include a cover letter of interest. Your proposal must contain sufficient detail that each of the ranking criteria may be evaluated accurately and fairly. For uniformity in the responses and ease of review and ranking, organize your proposal per the items noted below, and the evaluation criteria. ***Tab or divide each of the sections and mark them clearly.***

This is a qualifications-based proposal process. A three-person ranking team will independently review and rank the proposals. The terms of the contract will be negotiated with the top-ranked firm. In the event a contract cannot be negotiated with the top-ranked firm, negotiations will be undertaken with the second highest ranked firm, etc.

Letter of Interest

Proposals should include a letter of interest describing the firm's ability to perform the work. Provide a list of team members and identify a chief contact person. The letter should indicate a willingness and capacity to proceed expeditiously on the provisions of services, if firm is selected.

Statement of Project Understanding

The submission should include a statement of the firm's understanding of the project, including reflections on the Scope of Services and the firm's ability to meet the anticipated project milestones.

Organization Structure and Staffing

Provide a description of the organizational structure and staffing of the firm to include profiles of principal and key staff that will be involved in the performance of the environmental services. Provide information regarding all subcontracting arrangements to be utilized in the performance of the environmental services.

Documentation of Past Experience

Describe your organization's capabilities and experience in performing environmental services. Include project summaries of other contracts under which environmental services similar in scope, size, or discipline to this request were performed within the last five (5) years, organized by firm or by type of experience.

Approach Strategy

Summarize your organization's approach to the completion of the Scope of Work outlined in this Request for Proposal (RFQ) based on the preliminary review of the information provided. The approach strategy must include completion times, i.e. of calendar days.

References

Provide a minimum of three (3) references, to include names, complete addresses, telephone numbers, and e-mail addresses.

Section 3 Plan

Provide a plan that outlines how Section 3 will be implemented on the project. The plan should outline the projected number of new hires for the project, types of jobs, as well as contracting opportunities for Section 3 businesses.

Responses Submittal Location

Proposals are due no later than Wednesday, April 1, 2020 at 4:00 p.m. *Responses should be addressed as follows:*

Mailing Address:

Sanford Housing Authority
Attention: Shannon Judd
Chief Executive Officer
Environmental Assessment Services
P.O. Box 636
Sanford, NC 27330

Physical Address:

Sanford Housing Authority
Attention: Shannon Judd
Chief Executive Officer
Environmental Assessment Services
1000 Carthage Street
Sanford, NC 27331

Indemnification and Insurance

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the Sanford Housing Authority as additional insured for Commercial General Liability and/or Auto Liability Insurance. Contract or shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

All insurers must be lawfully admitted conducting business. Required insurance coverage must be approved prior to commencement of Services. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to these Services. Coverage limits shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

Commercial/Compensation General Liability

Commercial/Compensation General Liability – Minimum limits of \$3,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This should include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and a contractual liability endorsement. This includes owned vehicles, hired and non-owned vehicles and employee non-ownership.

Worker's Compensation

Workers' Compensation – Coverage to apply for all employees for statutory limits in compliance with the state and federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease policy limit.

Professional Liability

Respondent agrees to maintain Professional/Errors and Omissions Liability Insurance at a limit of not less than \$1,000,000 per claim and \$3,000,000 aggregate. Respondent agrees that the Self-Insured-Retention shall not exceed \$25,000.

Respondent shall provide SHA a 30-day notification in the event their coverage is cancelled or modified.

Both Commercial General and Automobile Liability insurance policies shall name the Sanford Housing Authority as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the SHA may carry.

Contractor shall indemnify and hold harmless the SHA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the SHA or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SHA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SHA or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the Sanford Housing Authority as additional insured.

Evaluation Criteria

All proposals submitted will be reviewed and evaluated by the Chief Executive Officer, or her designee, in accordance with the evaluation criteria identified below. SHA may reject any, and all proposals. Proposals will be evaluated based on the following:

Criteria 1. Evidence of knowledge and ability to perform the work - principals, staff, experience, facilities, technical, and professional competence. (Up to 30 Points)

<i>Unacceptable (no experience)</i>	<i>0 points</i>
<i>Advantageous (some experience conducting Phase I and Phase II environmental site assessments (5- 9 years)</i>	<i>15 points</i>
<i>Highly Advantageous (extensive experience conducting Phase I and Phase II environmental site assessments (10 – 15 years)</i>	<i>30 points</i>

Criteria 2. Capability of firm to perform and complete work within scheduled time frames and performance schedules. (Up to 25 Points)

<i>Unacceptable (did not demonstrate the sufficient uncommitted time and other resources available to perform services within time needed).</i>	<i>0 points</i>
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<i>Advantageous (demonstrated some, the sufficient uncommitted time and other resources available to perform services within time needed).</i>	<i>15 points</i>
<i>Highly Advantageous (demonstrated the sufficient uncommitted time and other resources available to perform services within time needed).</i>	<i>25 points</i>

Criteria 3. Past performance of work. (Up to 25 Points)

<i>Unacceptable (did not document professional experience with similar projects).</i>	<i>0 points</i>
<i>Advantageous (documented some professional experience with similar projects).</i>	<i>15 points</i>
<i>Highly Advantageous (documented professional experience with similar projects).</i>	<i>25 points</i>

Criteria 4. Communication (Up to 20 Points)

<i>Unacceptable (did not demonstrate the ability to communicate in a thorough and timely manner, as needed to keep SHA fully and satisfactorily informed)</i>	<i>0 points</i>
<i>Advantageous (demonstrated some, the ability to communicate in a thorough and timely manner, as needed to keep SHA fully and satisfactorily informed)</i>	<i>10 points</i>
<i>Highly Advantageous (demonstrated the ability to communicate in a thorough and timely manner, as needed to keep SHA fully and satisfactorily informed)</i>	<i>20 points</i>

Bonus Points. Section 3 (Up to 5 Points)

<i>Unacceptable (no action plan)</i>	<i>0 points</i>
<i>Action Plan/Current Use of Section 3 Employees</i>	<i>5 points</i>

<i>Total Available Points</i>	<i>105 points</i>
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Interpretation

SHA reserves the right to amend the Scope of Work or Submission Requirements or any part of this RFQ, prior to or subsequent to the submission deadline. If this occurs, SHA will issue a written amendment and post it to its website (www.sha-nc.org). If necessary, based on the nature and extent of the amendment, a revised date for the submission of additional information may be required. If the submission date is changed, all firms who received the RFQ will be notified. If there are no amendment(s) by SHA or minor omissions, no modification to the firm's submission will be accepted after the submission deadline.

SHA Options

All submissions in response to this request become the property of SHA. Final awards will be subject to available funds.

SHA will consider as non-responsive any firm for which critical information is lacking or whose submission represents a substantial deviation from the requirement of the RFQ.

SHA reserves the right to accept or reject any, and all proposals received, cancel this RFQ in part or in its entirety, or to reissue this RFQ.

SHA reserves the right to determine reasonable or unreasonable, the terms of all or part of any contract(s) resulting from this RFQ. SHA reserves the right to require specific modifications to responses accepted before agreeing to a contract(s), including but not limited to: (a) increase or decrease in specific line items of cost, (b) modifications to project information, (c) other modifications to bring the proposal into compliance with all federal and/or state rules and regulation(s), requirements of this RFQ, and/or Board policies and procedures.

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.

SHA reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected to receive an award for a contract. This may occur prior to or subsequent to any contract award. Misrepresentation of the firm's ability to perform, as stated in the RFQ, may result in contract cancellation.

SHA reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who have experience and/or knowledge of the firm's relevant performance and/or qualifications and request additional information.

Late Submissions and Modifications of Proposals

Any proposal received after the exact time specified for receipt will not be considered. Any modification of a proposal is subject to the same conditions as noted. The only acceptable evidence to establish the time of receipt at the SHA is the time/date stamp of SHA on the proposal wrapper or other documentary evidence of receipt maintained by the SHA.

Governing Provisions and Limitations

No employee, officer, or member of SHA shall participate in the selection, development of a response to this RFQ, award or administration of contract(s) supported by the RFQ if a conflict of interest, real or apparent, would be involved. No employee of SHA shall assist any firm in the preparation of a proposal. Firms shall not, under penalty of applicable law, offer or provide any gratuities, favors or anything of monetary value to an officer, employee, or member of SHA.

All proposal and any Appendixes, appendices, or other information submitted as part of a response becomes the property of SHA upon submission and may be printed, published, or distributed in any manner deemed appropriate, in accordance with open records laws (if applicable), and applicable State and Federal policies and procedures.

Firms shall not engage in any activity that restricts or eliminates competition. Violation of this provision will disqualify proposal. This statement does not preclude joint ventures or subcontracts.

Solicitation and selection of proposals must conform to Federal and State laws and regulations and local policies governing the procurement of goods and services.

If selected for an award, the contents of a successful proposal may become a contractual obligation. Failure of the firm to accept this obligation may result in contract cancellation. A firm cannot plea for error or mistake as a basis for release.

If issues of contract compliance, or questioned costs/disallowed costs exist, a contract with the selected firm may be cancelled, and/or any outstanding payments withheld at the discretion of SHA until such issues are satisfactorily resolved.

Withdrawal of Interest

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 prior to the scheduled closing time of receipt of the RFQ; if written confirmation of telegraphic or facsimile withdrawals over the signature of the offeror is mailed and postmarked prior to award.

Service of Protest

Definitions. As used in this provision:

“Interested party” means an actual or prospective offeror whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

- (a) Protests, as defined in paragraph (a) above, shall be served on the Contracting Officer.
- (b) All protests shall be resolved in accordance with the SHA’s protest policy and procedures, copies of which are maintained at the SHA.

Contract Award

The SHA will evaluate proposals and award a contract to the responsible offeror whose proposal will be most advantageous to the SHA.

Contract Period

The contractor shall complete all work required under this contract within the time schedule established in the notice to proceed issued by the Contracting Officer, per task order.

Order of Precedence

In the event of a conflict between these *General Conditions* and the Statement of Work, the provisions of the *General Conditions* shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

Payments

The SHA shall pay the Contractor the price as provided in the contract.

The SHA shall make the final payment due the Contractor under this contract after (1) completion and acceptance of all work; and (2) presentation of release of all claims against the SHA arising by virtue of this

contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

Contract Modifications

Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

The SHA may modify the contract unilaterally - (1) pursuant to a specific authorization stated in a contract clause (*e.g.*, **Changes**); or (2) for administrative matters which do not change the rights or responsibilities of the parties (*e.g.*, change in the SHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

Change Orders

The Contracting Officer may, at any time, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of the contract including Changes:

- (1) In the statement of work;
- (2) In the method or manner of performance of the work;
- (3) SHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer That causes a Change shall be treated as a Change Order under this clause; provided, That the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) That the Contractor regards the order as a Change Order.

Except as provided in this clause, no order, statement or conduct of the Contracting Officer or any other person shall be treated as a Change under this paragraph or entitle the Contractor to an equitable adjustment.

If any Change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 30 days before the Contractor gives written notice as required.

The Contractor must submit any proposal under this paragraph to the Contracting Officer within 30 days after (1) receipt of a written change order under subparagraph (a) above, or (2) the furnishing of a written notice under subparagraph (b) above. The proposal shall include a written statement describing the general nature and the amount of proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under subparagraph (b) above. No proposal

by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

The Contractor's written proposal for equitable adjustment shall be submitted in the following form:

- 1) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer.
- 2) For proposals, more than \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- 3) Direct Costs
 - a. Materials;
 - b. Transportation and delivery costs associated with materials;
 - c. Labor breakdowns by hours or unit costs (identified with specific work to be performed);
 - d. Worker's Compensation and Public Liability Insurance;
 - e. Employment taxes under FICA and FUTA; and

The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

The Contracting Officer shall act on proposals within 30 days after their receipt.

Failure to reach an agreement on any proposal shall be a dispute under clause ***Disputes*** herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

Suspension of Work

The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period that the Contracting Officer determines appropriate for the convenience of the SHA.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

A claim under this clause shall not be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

Disputes

All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof that are not disposed of by agreement, shall be resolved under this clause.

All claims by the Contractor shall be made in writing and submitted to the Contracting Officer. A claim by the SHA against the Contractor shall be subject to a written decision by the Contracting Officer.

The Contracting Officer shall, with reasonable promptness, but in no event in no more than ten (10) days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the Contracting Officer's decision, shall notify the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.

Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the SHA 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 SHA that it submit a final voucher and release, whichever is earlier, then the Contracting Officer's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

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 Contracting Officer.

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

Default

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. The Contractor and its sureties shall be liable for any damage to the SHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the SHA in completing the work.

The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if-

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy,

(ii) acts of the SHA or other governmental entity in either its sovereign or contractual capacity; and

- (2) The Contractor, within ten (10) days from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision that shall be subject to the provisions of *Disputes* herein.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for the convenience of the SHA.

Termination

This Agreement may be terminated as follows:

- (a) By mutual consent of the parties. Upon such termination, the Authority shall be liable to the Contractor for payment for services rendered before the effective date of termination less any damages suffered by SHA which were caused by the Contractor's activities.
- (b) By either party upon thirty (30) day's written notice to the other party. Upon such termination, the Authority shall be liable to the Contractor for payment for services rendered before the effective date of termination less any damages suffered by the Authority which were caused by the Contractor's activities.
- (c) By either party upon the other party's breach of any terms under this Agreement. If such termination is due the Contractor's breach of this Agreement, the SHA may withhold any payments to the Contractor, for the purpose of set-off or partial payments or amounts owed by the Contractor to the SHA. Additionally, the Authority may pursue additional remedies available to the SHA to recover any damages suffered by the SHA which were caused by the Contractor's activities. If such termination is due to the SHA's breach, then the SHA shall be liable to the Contractor for payment for services rendered before the effective date of termination, plus any damages suffered by the Contractor which were caused by the SHA's activities.
- (d) By the SHA at any time for its convenience. Upon such termination, the SHA shall be liable to the Contractor for payment for services rendered before the effective date of termination less any damages suffered by the SHA which were caused by the Contractor's activities.
- (e) By the Contractor upon dissolution or bankruptcy of the SHA. Upon such termination, the SHA shall be liable to the Contractor for payment for services rendered before the effective date of termination.

Assignment of Contract

Contractor may not assign this Contract without first obtaining SHA's prior written consent, which consent shall not be unreasonably, withheld, conditioned or delayed; provided, however, Tenant may, without Landlord's consent, (a) transfer or assign its interest in this Lease by operation of law, merger or otherwise.

Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

Subcontracting with Small and Minority Firms, and Women's Business Enterprise

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local governmental small business agencies.

Prohibition Against Liens

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

Contact with SHA Staff, Board and Residents

Any contact between respondents and SHA staff, Board members, or residents during the selection process is disallowed, except as stated in the Interpretation section above.

Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the SHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the SHA 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.

Personnel

The procured firm will not be considered as SHA affiliate personnel, and SHA assumes the proposal of certain personnel to be a statement of their availability to perform the work.

Miscellaneous

This RFQ does not commit SHA to award a contract, pay any cost incurred in the preparation of a response to this request, or to procure or contract for services. SHA reserves the right to accept or reject any or all responses received as a result of this request, to waive any informalities, to negotiate with qualified consultants, or to cancel in part or in its entirety the RFQ if it is in the best interest of SHA. SHA also reserves the right to contact any references provided to assist in the evaluation of the respondent's proposal, to verify information contained in the proposal, and to discuss the respondent's qualifications.

Equal Employment Opportunity

The awarded consultant hereby agrees to comply with the State Fair Employment Practices Act, The State's Minority Business Enterprise/Disabled Veterans Business Enterprise Program (MBE/WBE/DVBE), the Equal Opportunity Program for Non-Construction Contractors doing business with housing authorities, Section 3, and any other applicable federal and state laws and regulations. **Those consultants that are identified as a minority or women owned business enterprise (MBE/WBE/DVBE) must also submit current certification documents.**

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 subcontract 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 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.

Equal Opportunity for Businesses and Unemployed and Underemployed Persons ((HUD Act of 1968, Section 3 Requirements (24 C.F.R. §135))

All work under this RFQ and any subsequent Agreement must comply with Section 3 of the Housing and Urban Development Act of 1968 which applies to all contracts. The selected firm must comply with Section 3 regulations and requirements, regardless of the dollar amount of the Agreement. To the greatest extent feasible, the successful firm must provide opportunities for training and employment to low income residents and business concerns in all Section 3 covered projects. The U.S. Department of Housing and Urban Development (HUD) regulations require that all Section 3 covered contracts include the entire Section 3 clause.

In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, the Contractor shall, to the maximum extent practicable:

- (1) Providing training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and

- (2) Award contracts for work about the project to business concerns that are in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.

The Contractor shall insert or cause to be inserted this same provision in each construction subcontract.

Contract Requirements

SHA will contract with the successful firm for the provision of environmental services. All work products must be delivered in the appropriate form and number of copies. The requested services are to be performed in support of SHA's mission and in compliance with the requirements of the designated housing program. All tasks will be executed in a manner consistent with relevant federal, state, and local laws, the Code of Federal Regulations, and various HUD Handbooks and Notices, as appropriate. Interested parties should submit a proposal to SHA which must be received by the submission deadline stated in this RFQ. The selected firm shall agree to comply and submit the following, as Appendixes, with the proposal:

Appendix A – Request for Release of Funds and Certification
(Form HUD 7015.15)

Appendix B - Map of Properties Locations

Appendix C – Certification Regarding Debarment and Suspension
(Form HUD-2992 3/98)

Appendix D - Instructions to Offerors Non-Construction (HUD-5369-B 8/93)

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

Appendix F - General Contract Conditions Non-Construction–Section I
(Form HUD-5370-C 10/2006)

Appendix G - Certification of a Drug-Free Workplace (Form HUD-50070 3/98)

Appendix H - Form of Non-Collusive Affidavit

Appendix I - Affidavit of Non-Default

Appendix J - Certification for Business Concerns Seeking Section 3 Preference

APPENDIX A
Request for Release of Funds and Certification
(Form HUD 7015.15)

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 03/31/2020)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 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 agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity	
6. For information about this request, contact (name & phone number)		
8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
11. Program Activity/Project Description	

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☐ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
X	Date signed

Address of Certifying Officer

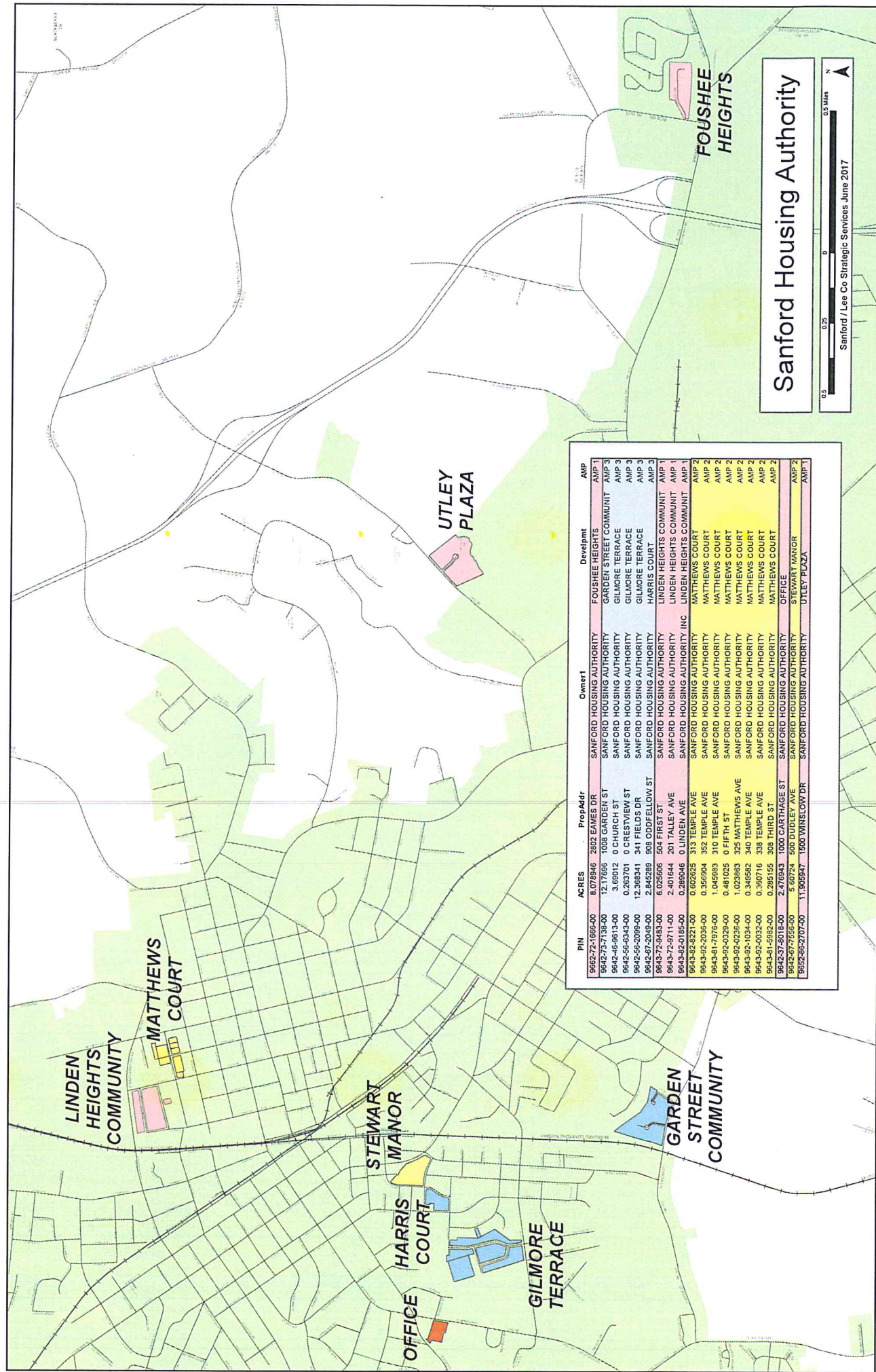
Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

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)

APPENDIX B
Map of Properties Locations



Sanford Housing Authority



APPENDIX C
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 of 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 of 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

APPENDIX D

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

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

APPENDIX E

Certifications and Representations of Offerors Non-Construction (Form HUD 5369 C, 8/93)

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/offerors 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:

APPENDIX F

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

APPENDIX G
Certification of 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

APPENDIX H
Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(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_____.

APPENDIX I
Affidavit of Non-Default

i

AFFIDAVIT OF NON-DEFAULT

**A F F I D A V I T
(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) (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

_____, 20____. _____ of
Signature of Officer if the Proposer is a Corporation

Notary Public

(Title) Place Corporate Seal Here

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.

APPENDIX J
Certification for Business Concerns Seeking Section 3 Preference

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

Signature Name Printed/Typed Date

Name Firm

Address/City/State/Zip