INVITATION FOR BIDS (IFB)
FOR
IFB 20-07
Agency On-Call Painting Services

Prepared by:
Procurement Office
of the
Housing Authority of the
Birmingham District
1826 3rd Avenue South
Birmingham, Alabama 35233
Invitation for Bids
For
Agency On-Call Painting Services

The Housing Authority of the Birmingham District, ("HABD") hereby invites qualified independent Contractors to submit bids individuals to provide On-Call Painting Services at various Housing Communities, located throughout the City of Birmingham also HABD's Central Administration Office and Leased Housing/Section 8 Office.

As a part of our social mission and federal mandate, HABD is committed to providing economic, training and educational opportunities to the low-income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

The Invitation for Bids can be obtained by calling 205-521-0611 or online at:

www.habd.org

Notice: Contact with members of the HABD Board of Commissioners, or HABD officers and employees other than the contact person listed herein, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful bidder(s) could result in disqualification of your bid. In fairness to all prospective bidder(s) during the IFB process, if HABD meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Bidder has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the IFB or possible personal presentations after written qualifications have been received and evaluated.

By: Michael O. Lundy
Contracting Officer
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### IFB INFORMATION AT A GLANCE

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<th><strong>DATE ISSUED</strong></th>
<th>March 6, 2020</th>
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<tr>
<td><strong>NON-MANDATORY PRE-SUBMITTAL MEETING</strong></td>
<td>March 20, 2020 at 10:00 A.M. HABD Central Office, 1826 3rd Avenue South Birmingham, AL 35233</td>
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<td><strong>LAST DATE FOR QUESTIONS</strong></td>
<td>March 24, 2020 at 5:00 P.M.</td>
</tr>
<tr>
<td><strong>BID DUE DATE</strong></td>
<td>April 3, 2020 at 10:00 A.M. HABD Procurement Dept. 1826 3rd Avenue South Birmingham, AL 35233</td>
</tr>
<tr>
<td><strong>ANTICIPATED APPROVAL BY THE BOARD</strong></td>
<td>TBD</td>
</tr>
<tr>
<td><strong>SUBMITAL REQUIREMENTS</strong></td>
<td>1 (one) electronic, 1 (one) Original signature document marked “ORIGINAL” and 1 (one) exact copy marked “COPY” in a sealed envelope or container.</td>
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The point of contact for this solicitation is:

Carl M. Edwards  
Director of Procurement  
(205) 521-0611  
cedwards@habd.net
INTRODUCTION

The Housing Authority of the Birmingham District (HABD) is a very large Public Housing Agency with approximately (5039) conventional public housing units located at fourteen (14) sites within the Birmingham city limits. The HABD additionally administers a Section 8 program which consists of approximately (5241) units. The property of HABD is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

The HABD was incorporated in 1935 and in 1937 began participation under the provisions of the United States Housing Act of 1937. The HABD is governed by a (5) member Board of Commissioners. The Mayor of the City of Birmingham appoints members of the governing board for staggered terms; they, in turn, elect a Chairperson and Vice Chairperson. The Board members also appoint a President/CEO to administer the affairs of the Authority.

HABD enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. HABD maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing and administer the Section 8 Housing Assistance Payments Programs. HABD programs are federally funded along with development and modernization grants.

HABD is soliciting bids from qualified, licensed and insured entities to provide the above noted services to HABD. Your response to the Scope of Work must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources firms are making by participating in this process. All submitted bids shall be evaluated for responsiveness to the requirements of the Invitation for Bid ("IFB"). Those bids not in accordance with the IFB shall be deemed non-responsive and eliminated from further evaluation.

Please note that all bids will be retained by HABD for audit purposes. HABD reserves the right to reject any and/or all bids, or to waive any informality in the bids. Submissions received after the deadline will not be considered. An Offeror submitting a late bid will be so notified. All material submitted in the bid becomes the property of HABD and will not be returned.
INVITATION FOR BID

1.0 GENERAL INFORMATION

1.1 Statement of Purpose: The Housing Authority of the Birmingham District (HABD) is seeking bids from independent contractors with demonstrated professional competence and experience for on-call painting services at various locations.

1.2 Bidders acknowledge that submitting a bid to HABD is not a right to be awarded a contract, but only an offer by the Bidder to perform the requirements of the IFB documents in the event HABD decides to award a contract to that Bidder.

1.3 Non-Mandatory Pre-Bid Conference: A pre-bid conference will be held at HABD Central Office, located at 1826 3rd Avenue South Birmingham, AL 35233 on March 20, 2020 at 10:00 A.M. CST as indicated herein. The purpose of this conference is to assist Bidders in understanding the IFB and required submittal documents. At this conference, HABD will conduct an overview of the IFB documents, including attachments. HABD will respond to any questions concerning the scope during this conference in writing by addendum.

1.4 Bidder's Responsibilities-Contact with HABD: Bidders shall address all communication and correspondence pertaining to this IFB to Carl M. Edwards, Director of Procurement. Bidders must not inquire or communicate with any other HABD staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement is cause for a bid to be disqualified. During the IFB solicitation process, HABD will not conduct any ex-parte conversations which may give one prospective Bidder an advantage over other prospective Bidders.

2.0 HABD'S RESERVATION OF RIGHTS

2.1 HABD reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by HABD to be in its best interest.

2.2 HABD reserves the right not to award a contract pursuant to this IFB.

2.3 HABD reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon thirty (30) days written notice to the successful Bidder(s).

2.4 HABD reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.

2.5 HABD reserves the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without the written consent from HABD.

2.6 HABD reserves the right to reject and not consider any bid that does not meet the requirements of the IFB including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services and from individuals deemed non-responsible.
2.7 HABD shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

2.8 HABD reserves the right at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bids submitted that do not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform HABD in writing within ten (10) days of the discovery of any item(s) that is an issue which needs to be addressed. Failure to abide by this timeframe shall relieve HABD, but not the prospective Bidder, of any responsibility pertaining to such issue.

2.9 HABD reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HABD's website www.HABD.org. Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

2.10 In the case HABD rejects all bids, HABD reserves the right to advertise for new bids or to proceed to do the work otherwise.

2.11 HABD reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

2.12 HABD reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HABD, if:

2.12.1 Funding is not available,

2.12.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

2.12.3 HABD's requirements in good faith change after award of the contract.

2.13 HABD reserves the right to make an award to more than one Bidder based on cost and the Bidder being considered responsive and responsible.

2.14 HABD reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HABD.

2.15 HABD reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.

2.16 HABD reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.

2.17 In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, HABD reserves the right to seek monetary
restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

2.18 HABD reserves the right to amend the contract any time prior to contract execution.

3.0 **GENERAL CONDITIONS:**

3.1 **Specifications:** The Contractor shall provide the goods or services as specified in this IFB. The scope of work is located in Attachment A.

3.2 **Regulatory/Licensing:** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the HABD or the Bidders at the time of the submittal deadline or the award.

3.3 **Section 3: Contractor is required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined in Attachment F-H to perform the requirements under this IFB to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this IFB, a subcontracting goal of 10% for Section 3 Businesses for construction contracts and a subcontracting goal of 3% with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards. If additional information as it pertains to this requirement is needed please contract Jacqueline French, Section 3 Coordinator at: jfrench@habd.net or (205) 521-0614.

3.4 **Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to ensure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HABD for the performance under this IFB or any resulting contract.

3.5 **Criminal History/Drug Testing:** Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting contract and if requested provide summaries of the results to HABD. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

3.6 **Unacceptable Employees:** If any employee of the Contractor is deemed unacceptable by HABD, Contractor shall immediately replace such personnel with a substitute acceptable to HABD.

3.7 **Uniforms/Badges:** Contractor shall provide uniforms and/or ID badges for all

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205) 324-0641

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employees working on HABO's properties. No employee will be allowed on HABO's properties out of uniform and/or without an ID badge.

3.7.1 The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the abovementioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

3.7.2 In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

3.7.3 Contractor shall assign any warranties and guarantees to HABO and provide the Contractor's Warranty for Labor and Installation to HABO along with all Manufacturers' Warranty documents.

3.8 Submissions: Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening.

3.9 PROPOSED COST:

3.9.1 Base Costs: Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.

3.9.2 Unit Prices (if applicable): Your proposed unit price for each item listed on the Unit Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service under this IFB and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc.

3.9.3 Contractor shall provide at contractor’s own expense all equipment, labor, materials, supplies and tools.

3.10 Taxes: HABD, as a governmental entity, is exempt from Alabama State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request to the awarded Contractor. This exemption only applies to HABD not the Contractor.

3.11 Delivery: All costs submitted by the successful Bidder shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement.

3.12 TYPE OF CONTRACT: A one (1) year firm fixed contract with the option to extend for at the sole discretion of HABD.

3.12.1 Notice to Proceed: Start work date will be determined by the HABD Contact
Administrator. Contractor shall not begin work until a Notice to Proceed is received from HABD signed by the Contracting Officer.

3.13 COMMUNICATIONS:

3.13.1 Form: All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.

3.13.2 Notice to Contractor: Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract.

3.13.1 Notice to HABD: All notification papers required to be delivered to HABD or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to HABD at 1826 3rd Avenue South Birmingham, AL 23233.

3.13.1 Receipt: Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of emails, at the time of actual receipt, as the case may be.

3.14 Calculations: The Contractor is responsible for field verifying the conditions and quantities required to deliver a complete and functional project. This shall include but is not limited to: preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All Proposers' submitted Unit Price Items must include these variables. HABD shall not pay additional sums for a Proposer's failure to factor these conditions into the Proposals. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this IFB.

3.14.1 Estimated Quantities: Any quantities provided herein are strictly estimates unless specified otherwise. It is the Proposer's responsibility to determine the exact quantities required to provide a complete, finished, functional, and operational product. Unit prices, if requested, are to be utilized only for additional work requested by HABD.

3.15 Project Occupancy: For the purposes of this solicitation the development shall be considered fully occupied. The project site may also have various construction zones, phasing, mobilization, as well as other Contractors working on-site. Proposers must include these variables in their proposed fees. HABD shall not pay additional sums for a proposer's failure to factor these conditions into their submittal.

3.16 Liability Insurance: Contractor are required to acquire Insurance for any project or projects resulting from this solicitation. In any case HABD will not be responsible for any loss to Contractor's tools, materials, supplies, the building or project or any other coverage normally covered under Insurance.

3.17 Inspection:

3.17.1 Notice: The Contractor shall provide prompt written notification to HABD when
all work is completed. A final project inspection shall be made when all work is completed. Until the final inspection has been made and work accepted by HABD, HABD shall not advance any payments to the Contractor.

3.17.2 Inspection Participants: The final inspection shall be conducted by HABD and the Contractor's representative at a minimum.

3.18 Wage Rate: This project requires that the applicable HUD Determined Wage Rates (Attachment Q) be paid.

4.0 CONDITIONS TO PROPOSE:

4.1 Pre-Qualification: Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form, (Attachment C). Failure by the prospective Bidder to provide the requested information may, at HABD's discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

4.2 IFB Forms, Documents, Specifications and Drawings:

4.21 It shall be each Bidder's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this IFB.

4.22 Unless otherwise instructed, the scope of work provided does not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

4.3 Submission and Receipt by HABD:

4.3.1 Time for Receiving Bids: Bids received prior to the submittal deadline shall be securely kept, unopened, by HABD. No bid received after the designated deadline shall be considered.

4.3.1.1 Bidders are cautioned that any bid submittal that is time-stamped as being received by HABD after the exact time set as the deadline for the receiving of bids shall be returned unopened to the Bidder. Any such bids inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to HABD or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

4.3.12 A total of one (1) electronic, one (1) original signature copy (marked "Original") and 1 exact copy (marked "Copy") shall be forwarded to the Procurement Office, with the Bidder's name and return address and addressed as follows:
Withdrawal of Bids: Bids may be withdrawn as detailed in attached HUD Document (Attachment K).

4.3.2.1 Procedure to withdraw bid submittal: A request for withdrawal of a bid due to a purported error need not be considered by HABD unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by HABD, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HABD retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Questions/Inquires:

4.4.1 A Bidder may inquire or question any of the bid documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least ten (10) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is requiring clarification. HABD reserves the right to issue a revision to the applicable IFB requirements or may reject the Bidder's request.

4.4.2 Bidders must propose services that meet the requirements of the IFB documents. Substitutions/changes to the scope of work requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the HABD officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 FORM OF BID: The bid shall be submitted in the following manner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid and may be cause for elimination of that Bidder from consideration for award.

5.1 Tab 1, Form of Bid, Bid Fee Sheet, and Bidder's Certification: These Forms are attached hereto as (Attachment B) to this IFB document. These Forms must be fully completed, and submitted under this tab.
5.2 Tab 2, HUD Forms and Required Forms: These Forms are attached hereto as (Attachment D – Q) to this IFB document and must be completed, executed where provided thereon and submitted under this tab.

5.3 Tab 3, Profile of Firm Form: The Profile of Firm Form is attached hereto as (Attachment B) to this IFB document. This two-page Form must be completed, executed and submitted under this tab.

5.4 Tab 4, Client Information: The Bidder shall submit three former or current clients, preferably other than HABD, for whom the Bidder has performed similar or like services to those being proposed herein. The list, at a minimum, include for each reference:

5.4.1 The client’s name;
5.4.2 The client's telephone number and address,
5.4.3 Description of services provided to the client, and
5.4.4 Date of services

5.5 Tab 5, Joint Venture/Partnerships: The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO PARTNERS".

5.6 Tab 6, Subcontractors: Bidders must also provide HABD with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Bidder must realize that the actual usage of the subcontractor will be contingent upon HABD’s prior written approval, and bidder remains responsible to HABD for any and all services and goods provided pursuant to this IFB and any resulting contract. If no subcontractors will not be utilized, please provide this statement, “NO SUBCONTRACTORS” “Contractor intends to perform all work detailed in this IFB”.

5.7 Tab 7, Section 3 Business Preference: Any Bidder claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom the Bidder is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are the Bidder’s employees.

5.8 Bid Submittal Binding Method: It is preferable and recommended that the Vendor bind the submittals in such a manner that HABD can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the bid submittal to its original condition.
6.0 **MISTAKE IN BID**

6.1 After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.

6.2 **Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may be reason for rejection:

6.2.1 If the forms furnished by HABD are not used or are altered or if the bid costs are not submitted as required and where provided.

6.2.2 If all requested completed attachments do not accompany the bid submittal.

6.2.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder submitting the same a competitive advantage over other Bidders.

6.2.4 If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.3 **Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his/her bid:

6.3.1 Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Proposer for any future work with HABD until such participant shall have been reinstated as a qualified Bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

6.3.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).

6.3.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

6.3.4 Unsatisfactory performance record as shown by past work for HABD or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

6.3.5 Incomplete work, which in the judgment of HABD, might hinder or prevent prompt completion of additional work, if awarded.

6.3.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

6.3.7 Failure to comply with any qualification requirements of HABD.

6.3.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by
HABD) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.

6.3.9 As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or the State of Alabama and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to HABD within 10 days of contract signature.

6.3.10 Any reason determined, in good faith, to be in the best interests of HABD.

6.4 Award of Bids(s): Bidders shall be recommended for award if they are deemed responsive and responsible and provide the lowest cost to HABD.

7.0 INSURANCE: If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to HABD within 10 days of contract signature (See Below Section):

<table>
<thead>
<tr>
<th>Professional Liability</th>
<th>Required Limits</th>
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<tbody>
<tr>
<td>HABD must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to HABD such as appraisers, inspectors, attorneys, engineers or consultants.</td>
<td>$1,000,000</td>
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</tbody>
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<thead>
<tr>
<th>Business Automobile Liability</th>
<th>Required Limits</th>
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<tbody>
<tr>
<td>HABD must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on HABD properties.</td>
<td>$1,000,000 combined Single Limit, $500,000 per occurrence</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers' Compensation and Employer's Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is $500,000. Workers’ Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of HABD must be included in the Workers’ Compensation policy. HABD must be a Certificate Holder.</td>
<td>Statutory $500,000 bodily injury for each accident</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th>Required Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is required for any vendor who will be doing hands on work at HABD properties. HABD must be named as an Additional Insured and as the Certificate Holder.</td>
<td>$1,000,000 per accident $2,000,000 aggregate</td>
</tr>
</tbody>
</table>

8.0 INVOICING:

8.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her bid or best and final offer as accepted by HABD.

8.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, contract number (if applicable), date of service, and address of service location.

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205) 324-0641
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Finance and Administration
P.O. Box 55906
Birmingham, AL 35255-5906 or
e-mail invoices to: cinvoices@habd.net

9.0 **RIGHT TO PROTEST:**

9.1 Rights: Any prospective or actual proposer or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

9.1.1 **Definition:** An alleged aggrieved “protestant” is a prospective proposer or proposer who feels that he/she has been treated inequitably by HABD and wishes HABD to correct the alleged inequitable condition or situation.

9.1.2 **Eligibility:** To be eligible to file a protest with HABD pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. recipient of the IFB documents) when the alleged situation occurred. HABD has no obligation to consider a protest filed by any party that does not meet these criteria.

9.2 **Procedure:** Any actual or prospective contractor may protest the award of a contract for material violation of HABD’s procurement policy. In the event a bidder or offerer protests an award or decision to award a contract and files that protest in writing within ten working days after the award, the President/CEO will respond to such protest by certified mail, return receipt requested, within ten working days from the date of receipt of the written protest. If not received within ten calendar days after contract award the protest will not be considered. The response will state the reasons for the action taken and advise the protestor that all records concerning the disputed award are available for inspection. All protests shall be marked and sent to the address as listed in the example below:

PROTEST OF IFB NO. {Insert IFB # here}
Housing Authority of the Birmingham District
Procurement Office
1826 3rd Avenue North,
Birmingham, AL 35233

10.0 **DISPUTES UNDER THE CONTRACT:**

10.1 **Procedures:** In the event that any matter, claim, or dispute arises between the parties, whether or not related to this IFB or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be
submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

11.0 ADDITIONAL CONSIDERATIONS:

11.1 Government Standards: It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Jefferson County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

11.2 Work on HABD Property: If the successful Bidder’s work under the contract involves operations on HABD premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HABD.

11.3 Estimated Quantities: Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. HABD does not guarantee any minimum purchase quantity.

11.4 Official, Agent and Employees of the HABD Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HABD in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

11.5 Subcontractors: Unless otherwise stated within the IFB documents, the successful Bidder may use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of HABD. Also, any substitution of subcontractors must be approved in writing by HABD prior to their engagement.

11.6 Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the IFB documents, the successful Bidder shall pay all salaries and expenses of, and all Federal, Social Security
taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

11.7 **Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the successful Bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

11.8 **Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

11.9 **Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.10 **Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and HABD may pursue compensatory under the contract.

11.11 **Limitation of Liability:** In no event shall HABD be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.

11.12 **Indemnity:** The Contractor shall indemnify and hold harmless HABD and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HABD. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HABD. Contractor shall indemnify and hold harmless HABD, their agents, consultants and employees from and against any
and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, but only to the extent caused by the negligent acts or omissions of Contractor, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities whose acts Contractor may be liable.

11.13 Public/Contracting Statutes. HABD is a governmental entity as that term is defined in the procurement statutes. HABD and this IFB and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

11.14 Termination: Any contract resulting from this IFB may be terminated under the following conditions:

11.14.1 Consent: By mutual consent of both parties, and

11.14.2 Termination for Cause: As detailed within the attached HUD Forms.

11.14.2.1 HABD may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from HABD, fails to correct such failures within seven (7) days or such other period as HABD may authorize or require.

11.14.2.1.1 Upon receipt of a notice of termination issued from HABD, the Contractor shall immediately cease all activities under any contract resulting from IFB, unless expressly directed otherwise by HABD in the notice of termination.

11.14.2.1.2 HABD may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

11.14.3 Termination for Convenience: In the sole discretion of the Contracting Officer, HABD may terminate any and all contracts resulting from this IFB in whole or part upon 30 days prior notice to the Contractor when it is determined to be in the best interest of HABD.

11.14.4 The rights and remedies of HABD provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

11.14.5 In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, HABD shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HABD any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.
11.15 Examination and Retention of Contractor's Records: HABD, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

11.16 Inter-local Participation: HABD may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance HABD’s purchasing power. At HABD’s sole discretion and option, HABD may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor’s acceptance.

11.16.1 In no event shall HABD be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, HABD shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

11.16.2 Purchase orders shall be submitted to Contractor by the individual Entity.

11.16.3 HABD shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HABD.

11.17 Right to data and Patent Rights: In addition to other ownership & use rights HABD shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

11.18 Lobbying Certification: By proposing to do business with HABD or by doing business with HABD, each Bidder certifies the following:

11.18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

11.18.2 If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an
officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.18.3 The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.18.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

11.19 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

11.19.1 Executive Order 11246
11.19.2 Executive Order 11063
11.19.3 State Bid Law
11.19.4 Copeland "Anti-Kickback" Act (18 USC 874)
11.19.5 Davis Bacon Act (40 USC 276a-276a-7)
11.19.6 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
11.19.7 Contract Work Hours & Safety Standards Act (40 USC 327-330)
11.19.9 Civil Rights Act of 1964, Title VI (PL 88-352)
11.19.10 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
11.19.11 Age Discrimination Act of 1975
11.19.13 HUD Information Bulletin 909-23

11.20 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this IFB or any contract, shall be deemed to have been inserted herein, and this IFB and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes,
regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

11.21 Conflicting Conditions: In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

11.21 Contract Form: HABD will not execute a contract on the successful Bidder's form. Contracts will only be executed on HABD's form. By submitting a proposal, the successful Bidder agrees to this condition. However, HABD will consider any contract clauses that the Bidder wishes to include therein, but the failure of HABD to include such clauses does not give the successful Bidder the right to refuse to execute HABD's contract form. It is the responsibility of each prospective Bidder to notify HABD, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. HABD will consider such clauses and determine whether or not to amend the Contract.

11.23 Force Majeure: Neither HABD nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, HABD or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

Remainder of this page left blank intentionally.
SCOPE OF WORK REQUIREMENTS:

The Agency reserves the right to contract with one or more vendors for this service to accommodate the workload. Awarded contractor(s) will provide all apparatus, labor and skilled workmanship to paint interior/exterior housing units; the interior/exterior buildings, if required, at (14) properties; the Leased Housing/Section 8 buildings; and HABD Central Office buildings, as stated within this specification, by qualified Painting Technicians under direct appointment and supervision of the Contractor. There are no guaranteed minimum or maximum units to be painted; work is on an as-needed basis. HABD will supply the necessary paints required to perform interior unit painting. All other paints and supplies used in exterior painting must be provided by the awarded contractor(s).

A. INTERIOR PAINTING:

1. Definition: Paint as used herein, means coating systems materials including primers, fillers and other materials whether used as a prime intermediate or finish coat.

2. If applicable, any paint (materials not used at an apartment/building), shall be carried over for the next work order. Any materials remaining after a work order is completed shall be turned over to the Property Manager or the HABD representative for that location.

3. Mix and prepare paint materials according to manufacturer’s written Instruction.

4. Paint exposed surfaces, except where the paint schedule (provided by Asset Manager) indicates that a surface or material is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate color or finish.

5. Do not paint over Underwriters Laboratories (UL) Factory Mutual (FM), or other code-required labels or equipment name, Identification, performance rating, or nomenclature plates.

6. Use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

7. The contractor while in possession of materials is responsible for the safe storage of the materials. Should any materials be lost or stolen, it will be the responsibility of the contractor for replacement at no cost to the owner.

B. EXTERIOR PAINTING:

Exterior paint colors and areas to be painted will be site dependent. Contractor will be given paint colors and instruction as to what needs painted by the Contract Administrator and/or Asset Manager.

C. APPLICATION:

Apply paint according to manufacturer’s written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments and finishes are indicated in schedules.

2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

3. Provide finish coats that are compatible with primers used.

4. The term "exposed surfaces" includes areas visible when permanent or built-in items are in place. Extend coating in these areas, as required, to maintain the system integrity and provide desired protection.

5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment paint surfaces behind permanently fixed equipment or furniture.

6. Access panels and removable of hinge covers to match exposed surfaces.

7. Finish all painted doors.

8. Sand lightly between each succeeding enamel.

D. EXECUTION

1. Examine substrates, areas, and conditions under which painting will be performed for compliance with paint application requirements. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.

2. Preparation: Remove hardware and hardware accessories, plate machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface preparation and painting. After completing operations in each space or area, reinstall items removed using workers skill in the trades involved.

3. Plaster and Drywall Surfaces: Prepare plaster and drywall surfaces to be painted. Remove chalk, dust, dirt, grease and oil. Inspect surfaces and fill all cracks, gouges, holes and abrasions with a plaster compound or spackle. No painting shall be performed on areas where plaster, spackle, caulking or concrete has been applied until such materials are thoroughly cured and dry.

4. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning, schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

   a. Provide a detailed and dated list of services to be performed during each visit so that work may be verified as complete.

   b. Provide a detailed and dated summary of problems encountered during service performance and recommended solutions.
c. The Contractor shall supervise and direct the work and his employees and be solely responsible for all techniques, procedures, coordination of services, and actions by his/her employees. Contractor service personnel shall maintain a neat appearance in company identifiable uniforms.

d. The Contractor shall be responsible for all damage done by his equipment and personnel. The Contractor shall be liable for any and all damage to any property of the HABD or residents, which may result from the performance of lawn care services. Any damage shall be reported immediately to the Asset Manager or designee so, if necessary, a work order may be issued and the cost is billed back to the Contractor for payment. Any unpaid costs for damages will be deducted from the contract invoice payment in the month following the damage incident. Damage by Contractor and service personnel to any lawn care area shall be repaired and fully restored without cost to HABD.

e. The Contractor shall thoroughly clean all physical areas on which work is done or which are affected by the work. This shall be done on a daily basis after the work is complete. The Contractor shall remove and transport from the site all trash, debris, scrap, waste and other material resulting from contract service.

3. **Safety**: The Contractor shall, at all times, ensure that all work provided by the Contractor complies with all local, State and Federal rules pertaining to work place safety; meaning, the Contractor shall, at all times, conduct business in such a manner as to protect its workers, HABD residents, HABD staff, and the public.

   a. Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the HABD), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so, ordered by an authorized agency or a court having jurisdiction.

   b. Contractor shall only use equipment in compliance with all current applicable safety rules and regulations.

   c. Contractor shall be responsible for maintaining all equipment in a safe working condition at all times.

   d. Contractor shall be responsible for warning people in the immediate area where work is commencing of the danger of remaining in the work area.

**H. Work Scheduling, Inspection and Payment**

1. **Work Scheduling**: Unless specifically authorized by HABD in writing, work shall be limited to a maximum of 8 work-hours per day beginning no earlier than 8:00 A.M. The workdays shall be limited to Monday through Friday. Work will be coordinated verbally with the Contractor and followed-up, if necessary, with written communication. The Contractor shall contact the Asset Manager at least twice each week to coordinate the work schedule.
2. **Payment of Invoices:** Payment will be made on each invoice received from the Contractor, at least once every thirty (30) day period, net 30 days from the date invoice is received.

*Remainder of this page left blank intentionally.*
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Attachment B

Form of Bid
Fee Sheet
Bidder's Certification
FORM OF BID

(This Form must be fully completed and placed under Tab #1 of the bid submittal.)

INSTRUCTIONS: The items listed as required below must be completed and included in the bid unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included. Also, complete the Section 3 Statement and the Bidder’s Statement noted on the subsequent page:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Checklist</th>
<th>Attachment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>Scope of Work Lawn Care and Landscaping Requirements</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>Bid Cost Form (Submission Required)</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>Profile of Firm Form (Submission Required)</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>Non-Collusive Affidavit (Submission Required)</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>HABD Certification of Non-Discrimination (Submission Required)</td>
</tr>
<tr>
<td>F</td>
<td></td>
<td>Section 3 Clause Acknowledgement (Submission Required)</td>
</tr>
<tr>
<td>G</td>
<td></td>
<td>Section 3 Business Concern Self - Certification Form (Submission required if applicable)</td>
</tr>
<tr>
<td>H</td>
<td></td>
<td>Section 3 Assurance of Compliance and Action Plan (Submission Required)</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>Contract Data Collection Sheet (Submission Required)</td>
</tr>
<tr>
<td>J</td>
<td></td>
<td>HUD 5369 Instructions to Bidders for Contracts</td>
</tr>
<tr>
<td>K</td>
<td></td>
<td>Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders (Submission Required)</td>
</tr>
<tr>
<td>L</td>
<td></td>
<td>Form HUD 92010 Equal Employment Opportunity Certification (Submission Required)</td>
</tr>
<tr>
<td>M</td>
<td></td>
<td>Form HUD 50070 Certification of a Drug-Free Work Place (Submission Required)</td>
</tr>
<tr>
<td>N</td>
<td></td>
<td>E-Verify Form – Contractor’s Affidavit (Submission Required)</td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>Davis Bacon Wage Determination – State of Alabama</td>
</tr>
<tr>
<td>P</td>
<td></td>
<td>Form 2992 Certification Regarding Debarment and Suspension (Submission Required)</td>
</tr>
<tr>
<td>Q</td>
<td></td>
<td>Certification of Payments to Influence Federal Transactions (Submission Required)</td>
</tr>
</tbody>
</table>

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? _______YES  ____NO

If YES, pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab 7.

Remainder of this page left blank intentionally.

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)
The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HABD discovers that any information entered herein to be false, that shall entitle HABD to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HABD, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply HABD with the services described herein for the fee(s) entered within the areas provided.

### SECTION I (UNIT PAINTING WITH PRIMER COAT)
**INTERIOR PAINTING PRICED PER BEDROOM SIZE**

<table>
<thead>
<tr>
<th>One Coats</th>
<th>Per Unit</th>
<th>Two Coats</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Bedroom</td>
<td>$</td>
<td>0 Bedroom</td>
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</tr>
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<td>6 Bedrooms</td>
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### SECTION II (UNIT PAINTING 3-COLOR WITH PRIMER COAT)
**INTERIOR PAINTING PRICED PER BEDROOM SIZE**

*Scope of Services:* Provide cyclical painting of occupied units at the housing communities. This work is to include but not limited to moving of furniture, covering of furniture, wall preparation, priming and painting. The Contractor shall be compensated in an amount based on bedroom size as stated herein this document.

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<tr>
<th>One Coats</th>
<th>Per Unit</th>
<th>Two Coats</th>
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### SECTION III (ADDITIONAL PAINTING)
**EXTERIOR PAINTING PRICED PER SQUARE FOOT**

Exterior Painting Priced Per Square Foot: $____________________per (Sq. Ft)

---

**Signature**

**Date**

**Printed Name**

**Company**

---

**HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (205-324-0641)**
Bidder's Certification

By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member of Bidder’s organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,

2. Items for which Bids were provided herein will be delivered as specified in the Bid,

3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act,

4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by HABD and subject to the terms and conditions of such acceptance, shall result in a contract between HABD and the undersigned Bidder,

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,

6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Alabama nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,

8. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: ____________________________  
(Print Name)

_______________  
(Print Company Name)  
_______________  
(Company Phone)  
_______________  
(Fax)

_______________  
(Email Address)  
_______________  
(Date)
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Attachment C

PROFILE OF FIRM FORM
HOUSING AUTHORITY BIRMINGHAM DISTRICT

PROFILE OF FIRM FORM (Page 1 of 2)

(1) Prime ________ Joint Venture/Partner ______ Sub-contractor ______ (This form shall be completed by and for each).
(2) Name of Firm: __________________________ Telephone: ___________ Fax: ____________
(3) Street Address, City, State, Zip: __________________________
(4) Identify Principals/Partners in Firm

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<tr>
<th>NAME</th>
<th>TITLE</th>
<th>% OF OWNERSHIP</th>
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(5) Please indicate the operating structure of your company.

☐ Publicly Held Corporation  ☐ Privately Held Corporation  ☐ Government Agency  ☐ Non-Profit Organization  ☐ Partnership  ☐ Sole Proprietorship

(6) Bidder’s Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

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

☐ African American  ☐ Native American  ☐ Hispanic American  ☐ Asian/Pacific American  ☐ Hasidic Jew  ☐ Asian/Indian American ______%  ______%  ______%  ______%  ______%  ______%

☐ Woman-Owned (MBE)  ☐ Woman-Owned (Caucasian)  ☐ Disabled Veteran  ☐ Caucasian American (Male)  ☐ Other (Specify): ______%  ______%  ______%  ______%

(7) Is the business 51% or more owned by a public housing resident? Yes ________ No. If yes, provide name and address of the public housing facility:

Facility Name: __________________________________________
Facility Address: __________________________ City: __________________________
SWMBE Certification Number: __________________________
Certification Agency: __________________________
(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

(8) Federal Tax ID Number: __________________________

(9) City of Birmingham License No.: __________________________
(10) State of Alabama License No.: ____________________________

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when with whom and state the circumstances and any resolution.

(12) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the Birmingham District or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.

(14) Debarred Statement: Has this firm or any principal(s) ever been debarred from providing any services by the federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? Yes ☐ No ☐

(15) Disclosure Statement: Does this firm or any principal(s) thereof have any current, past, personal or professional relationship with any Commissioner or Officer of the HABD? Yes ☐ No ☐

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such bid is genuine and not collusive and that said Offerer has not colluded, conspired, connived or agreed, directly or indirectly, with any Offerer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any advantage against the HABD or any person interested in the proposed contract; and that all statements in said proposal are true. (See Attachment....)

(17) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HABD discovers that any information entered herein is false, that shall entitle the HABD to not consider nor make award or to cancel any award with the undersigned party.

(18) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Signature Date Printed Name Company
NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of ____________________________
County of ____________________________

____________________, being first duly sworn, deposed and says that he/she is a partner or officer of the firm of, ________________________________, 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 fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said price, or that of any other bidder, or to secure any advantage against the Housing Authority of the Birmingham District, of any personal interest in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: ________________________________

(Bidder, if the bid is an individual;
Partner, if the bid is a partnership;
Officer, if the bid is a corporation)
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Attachment E

HABD CERTIFICATION OF NON-DISCRIMINATION

The offeror/bidder agrees and warrants that in the performance of the contract, if awarded, such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. The supplier further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. It is understood that non-discrimination shall include all forms of harassment and specifically sexual harassment. The contractor hereby certifies the foregoing and that the contractor will adhere to and enforce all applicable federal, state and local laws pertaining to non-discrimination.

Authorized Signature:

For: ____________________________________________

Company Name

By: ____________________________________________

Date: ____________________________________________
Attachment F

SECTION 3 CLAUSE ACKNOWLEDGEMENT
SECTION 3 CLAUSE ACKNOWLEDGEMENT

Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 135)

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I have read and understand these requirements of this Section 3 funded project:

Business Name: __________________________________________________________________________

Business Address: _________________________________________________________________________

Print Name: _______________________________________________________________________________

__________________________________________  _________________
Signature                                      Date
Attachment G

SECTION 3 BUSINESS CONCERN SELF - CERTIFICATION FORM
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Please return this form to the following address:

Section 3 Coordinator
Housing Authority of the Birmingham District
1826 3rd Avenue S
Birmingham, AL 35233

The HABD's Section 3 Self Certification
For assistance completing the online application, please call
Phone: 205-321-0614

Section 3 Business Criteria: Your business is for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, “Section 3 Resident Self-Certification Form.”

☐ 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.

☐ 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.

☐ 3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

Section 3 Business Certification Statement: I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Housing Authority of the Birmingham District that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

☐ My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.

☐ My business is not a Section 3 business.

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<tr>
<th>Signature:</th>
<th>Date Signed:</th>
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<th>Name:</th>
<th>Title:</th>
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<tr>
<th>Company Name</th>
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<tr>
<th>Address</th>
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<table>
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<tr>
<th>Telephone Number</th>
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<thead>
<tr>
<th>Type of Business: (Check One):</th>
<th>Corporation</th>
<th>Partnership</th>
<th>Sole Proprietorship</th>
<th>Other</th>
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SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN
**CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 1 of 7)**

**PART I -- Purpose:** To ensure that regulations promulgated under 24 CFR Part 135 "Economic Opportunities for Low- and Very Low-Income Persons" is met, HABD has developed and approved a Section 3 Policy for HABD. Information on specific compliance with Section 3 is found in HABD’s Section 3 Policy, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included shall serve as the ‘assurance of compliance” certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by HABD.

Name of Business: ____________________________________________________________

Business Address: ____________________________________________________________

Contract Name/Solicitation #: _________________________________________________

Total amount of Bid: __________________________________________________________

**PART II: PRIOR COMPLIANCE CERTIFICATION**

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders.

_________________________________________    ___________________________    _____________
Signature/Title                             Print Name                          Date

**PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?**

**IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:**

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

If you checked both boxes, do NOT check any other boxes or select any other options on this form!
Skip to the attestation and notarized signature on the final page of Section 3 Form #3.

**IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, you must immediately contact your HABD contract contact as well as the HABD Section 3 Coordinator.**
PART IV: CONTRACTING/SUBCONTRACTING NEEDS:

If you plan to subcontract, please list the proposed subcontractors and amounts below. Attach a Section 3 Business Concern Self-Certification form for each Section 3 Business identified.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be performed (Building trade or other type of work)</th>
<th>Are they Section 3 Business? Yes/No</th>
<th>Contract Amount</th>
<th>% of Total Contract</th>
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Use an additional sheet if required

Total amount to be sub-contracted to Section 3 Business Concerns: $____________________

Percentage of total $ value of bid/contract: _____________________

IMPORTANT: Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to Section 3 business concerns and shall immediately contact your HABD contract contact as well as the HABD Section 3 Coordinator.
**CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p.3 of 7)**

**PART V: WORKFORCE NEEDS AND HIRING PLAN**

**Preliminary Statement for Workforce Needs:** HABD intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and business concerns during the course of your contract funded by HABD via its contractors. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to low- and very low-income residents if they qualify.** If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify HABD or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. **Anticipated workforce list may be provided on a separate sheet or in a different format.**

<table>
<thead>
<tr>
<th>1. List Job Title/Trade</th>
<th>2. Total # of Employees Needed to complete Scope of Work by Job Title</th>
<th>3. Total # from Current Staff</th>
<th>4. Of the total # in column (3), how many are Section 3 Hires within the past 3 years?</th>
<th>Total # of New Hires Needed (Column 2 – Column 3)</th>
<th>Total # of New Hires expected to be Section 3 Residents</th>
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**TOTALS**  

*Use an additional sheet if required*
PART VI. OTHER REQUIREMENTS

Outreach Plan:
Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement. Check at least three (3) other methods you will employ:

- The local community newspaper(s)
- The most widely distributed newspaper
- HABD website
- HABD properties management offices in a conspicuous location
- Homeless service agencies
- Local HUD-supported housing communities
- Local Workforce Board
- Other locations as approved by HABD
- Email blast residents on the HABD Section 3 Resident List
- Post notices on social media controlled by HABD

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with HABD Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will collaborate with HABD by giving preference of any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from HABD’s Section 3 area, based on the priority order in HABD’s Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. HABD’s contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.

2. Review and consider the Section 3 Resident List provided by HABD prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List lacked, or other reason for non-hire (e.g., job offer declined).

3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.
CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p.5 of 7)

Recordkeeping:
The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to HABD, its staff, or agents.

Reports:
The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:
The contractor will certify that any vacant employment positions, including training positions that filled:

(1) after the contractor is selected but before the contract is executed; and
(2) with persons other than Section 3 residents

were not filled to circumvent the subcontractor’s obligations under 24 CFR Part 135.

Other Economic Opportunities:

If a contractor has demonstrated that it has no need or plans to subcontract or hire, or that can demonstrate that it has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but cannot, may provide other economic opportunities to Section 3 residents and business concerns as described in the HABD Section 3 Policy. These opportunities must be described in a written plan on how the contractor will offer other economic opportunities. A contractor that has a need to hire or sub-contract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

Grievance and Compliance:
The contractor or sub-contractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES

This language is a component of contract compliance with the work contractors and sub-contractors including developers respond to in HABD solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.
CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p.6 of 7)

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with the HABD Section 3 Action Plan.

HABD shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from HABD notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.

B. If at any time a contractor fails to bring the contract into compliance, HABD must withhold all future payments until the contract is in compliance.

C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to HABD why it cannot meet compliance. HABD must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If HABD deems the cause to be unacceptable, at its option, HABD can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or

D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or HABD does not accept any of the contractor’s corrective plans or justifications for non-compliance, HABD may terminate the contract immediately. HABD shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent and effective date of the termination. All funds due to the contractor shall be held and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement. Failure to comply with Section 3 may result in contract termination and/or prohibit bids for future contracts with HABD for at least one (1) year after the existing contract ends.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself shall meet compliance within seven (7) calendar days of contract start or HABD shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this section shall apply.
CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 7 of 7)

ATTESTATION:

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements.

Name of Prime Contractor: ____________________________________________________________

Name of Authorized Officer: _________________________________________________________

Title of Authorized Officer: ________________________________________________________

_________________________________________  ______________________________
Signature                      Date

NOTARY REQUIRED

STATE:  COUNTY:

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, ____________, whose named as ___________________________ (Title) of ____________________________ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as ___________ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the ______ day of ______, 20__.  

_________________________________________  My Commission Expires: ______________________{SEAL}
Notary Public
Attachment I

CONTRACT DATA COLLECTION

SHEET
# CONTRACT DATA COLLECTION SHEET

## Prime Bidder Information

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Attachment J

HUD 5369

INSTRUCTIONS TO BIDDERS FOR CONTRACTS
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/PHA). 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/PHA 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/PHA requirements.

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

4. Responsibility of Prospective Contractor

(a) The PHA/PHA 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/PHA 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/PHA 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 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 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](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 or subcontracts 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-owned enterprises or organizations submit responsive 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.

(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.
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Attachment K

HUD 5369 A

REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF BIDDERS
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs
1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

(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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder’s objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder’s Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of 10 calendar days.

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

[ ] [ ] calendar days.

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

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

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

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

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

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

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

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans

[ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation

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

The bidder represents and certifies that it:

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

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or
community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
Attachment L

HUD 92010

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, 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.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed.
upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant loan; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term “applicant”.

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph (a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will 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 race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers’ representative of the contractor’s commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended, and of the regulations, and relevant orders of the President’s Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor’s non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for future Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President’s Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President’s Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

200.425 Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.
Attachment M

HUD 50070

CERTIFICATION OF A DRUG-FREE WORK PLACE
Certification for a Drug-Free Workplace

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 accompanyment herewith, is true and accurate.

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


<table>
<thead>
<tr>
<th>Name of Authorized Official</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

X
Attachment N

E-VERIFY FORM
E-VERIFY
CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with E-Verify, stating affirmatively that the individuals, firms or corporations which is engaged in the physical performance of service on behalf of HABD has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established with E-Verify. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by E-Verify. Contractor hereby attest that its federal work authorization used identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: __________________________
Date of Authorization: __________________________
Name of Contractor: ______________________________________________________
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on ________________________, 20____ in _________________________ (city),
____________________________ (state)

____________________________
Signature of Authorized Officer or Agent

____________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _______ DAY OF ____________________, 20____.

____________________________
NOTARY PUBLIC
My Commission Expires:
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Attachment O

WAGE DETERMINATION
The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Debra Kitchens Tilley
Labor Relations Specialist

May 5, 2017

<table>
<thead>
<tr>
<th>WORK CLASSIFICATION(S)</th>
<th>BASIC WAGE</th>
<th>FRINGE BENEFIT(S) (if any)</th>
</tr>
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<tr>
<td>Janitor/Groundskeeper Labor</td>
<td>$ 7.25</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
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<td>Maintenance Technician</td>
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</tr>
<tr>
<td>Brick Mason</td>
<td>$17.03</td>
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<tr>
<td>Carpenter</td>
<td>$14.11</td>
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<tr>
<td>Drywall and Ceiling Tile Installers</td>
<td>$13.33</td>
<td></td>
</tr>
<tr>
<td>Plumber</td>
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<td></td>
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<tr>
<td>Painter</td>
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<td></td>
</tr>
<tr>
<td>Tile Setter</td>
<td>$12.40</td>
<td></td>
</tr>
</tbody>
</table>

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

Housing Authority of the Birmingham District, AL

LR 2000 Agency ID No: AL019A

Effective Date: July 1, 2017
Expiration Date: June 30, 2018

Debra Kitchens Tilley
Labor Relations Specialist

May 5, 2017

Date

HUD Labor Relations
(Name, Title, Signature)
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Attachment P

HUD-2992

CERTIFICATION REGARDING

DEBARMENT AND SUSPENSION
Certification Regarding Debarment and Suspension

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

Page 2 of 2 form HUD-2992 (3/98)
INVITATION FOR BIDS (IFB) NO. 20-07 On-Call Painting Services

Attachment Q

HUD 50071

CERTIFICATION OF PAYMENTS TO
INFLUENCE FEDERAL TRANSACTIONS
Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3
Attachment R

SAMPLE FORM OF CONTRACT
AGREEMENT FOR SERVICES
(Contractors Legal Name)

This Agreement (Agreement) is made this the ___ day of ____________, 20___ between the Housing Authority of the Birmingham District (HABD), a public housing agency with its principal office located at 1826 Third Avenue, South, Birmingham Alabama 35233 and Contractors Legal Name (Contractor) located at 0000 Lake Drive, Birmingham, Alabama 35200.

WHEREAS, the HABD has determined the need to contract for on-call Services for all HABD complexes and offices as needed; and

WHEREAS, Contractor has submitted a ________________ that substantially conforms to the specifications for providing the services;

THEREFORE, in consideration of the mutual covenants herein provided, the parties do hereby agree to the terms and conditions as follows:

1. SCOPE OF SERVICES
1.1 The Contractor shall provide services as the Contractor for all HABD Management Offices, Central Office and Housing Communities where services are requested.

1.2 The Contractor’s compensation will cover all labor, equipment, tools, supervision, and other items necessary to perform these services excluding materials.

1.3 The Contractor shall provide a written report upon completion of all maintenance indicating the services performed and readings taken, along with notation of any special concerns that warrant further attention. All service shall be performed in compliance with applicable Federal, State and Local laws and regulation.

1.4 The Contractor shall provide services consistent with ____ No. 00-00 labeled as Exhibit A, attached hereto and incorporated herein by referenced as though fully set forth.

2. COMPENSATION
2.1 The Contractor shall be compensated in an amount of ________________ ($000.00) for the services encompassed by this Agreement. The Contractor acknowledges, understands and agrees that this is a fixed price Agreement, not subject to alterations or modification of the cost of the work specified. The contract amount stated herein is inclusive of all work, expenses, travel, labor, equipment, tools, services, transportation, water, lights, heat, power, security, and supervision used in the performance of the work specified. Further, the hourly rate includes all fringe benefits, profit, overhead, general and administrative costs.

2.2 The Contractor shall submit for payment itemized invoices for hourly compensation and cost of materials to the HABD Contract Administrator, subject to documentation and verification of work performed and materials used, and approval of payment by the Contracting Officer (Executive Director) if applicable. All approved invoices will be paid within 30 days. Invoices not received within sixty (60) days of work order completion will not be paid. The Contract Administrator is defined as the HABD representative designated to oversee implementation of the Agreement on behalf of the HABD. The Contract Administrator for this Agreement will be the Director of Facilities or successor thereof, and the Co-Administrators are the Property Managers or successor thereof, of the individual housing communities or as otherwise designated in writing by the Contracting Officer.
for this Agreement. The Director of Finance and Accounting, successor thereof, shall give authorization for disbursement of payments for properly completed requests for payments. Any insufficient documentation shall be returned to the Contractor and must be resubmitted to HABD with any and all additional information as requested by HABD.

3. TERM OF AGREEMENT
3.1 The term of this Agreement shall be for a period of ___ months beginning on the ___ day of _________ 20___ and ending on the ___ day of _________ 20____. The Contract will not bind, nor purport to bind HABD to any obligations the Contractor may have made with any of its suppliers; vendors or subcontractors in relation to a contract awarded hereunder which exceeds the termination date of the Contract between HABD and Contractor. At HABD’s option, this agreement may be extended for up to two (2) one-year extensions.

4. NON-RECOUSE
4.1 No member, official, employee, agent or consultant of the HABD shall be personally liable to, the Contractor, or any successor in interest or person claiming by, through or under the Contractor, in the event of any default or breach, for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this Agreement.

5. ASSIGNMENT - SUBCONTRACTING - TRANSFER
5.1 The HABD encourages the participation of disadvantaged and historically underutilized businesses and HABD residents in the performance of contractual services, where such services may be subcontracted. In the event the Contractor determines such subcontracts are needed, the Contractor will make good faith affirmative efforts to utilize businesses owned by HABD residents, disadvantaged and historically underutilized businesses in the performance of the work under this contract.

5.2 The Contractor shall not enter into any subcontract with any contractor who has been temporarily denied participation in any Housing and Urban Development (HUD) program or who has been disbarred by any agency of the United States Government or the State of Alabama from performing the work specified.

5.3 In the event the Contractor will use subcontractors in the performance of the services under this Agreement, the Contractor will submit a list of all prospective subcontractors to the HABD prior to the commencement of the work. The HABD may disapprove the use of any subcontractor for cause (including its convenience) stated to the Contractor. The HABD’s approval, disapproval, or election not to disapprove does not create an assumption of liability for acts or omissions of the Contractor or subcontractor. The provisions of this Agreement shall not create a contractual relationship between HABD and any subcontractor, the Contractor hereby acknowledging that HABD specifically disclaims any such contractual relationship.

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

6. DISCRIMINATION PROHIBITED
6.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, disability, Vietnam or other veteran status, or national origin. The Contractor acknowledges, understands and agrees that this prohibition shall include all forms of harassment, including sexual harassment of residents or employees of HABD. The Contractor shall certify and maintain compliance with Executive Order 11246, The Rehabilitation Act of 1973, and The Vietnam Era Veterans' Readjustment Assistance Act.

6.2 The Contractor further agrees not to discriminate against any subcontractor on the basis of race, gender, disability, color, religion, age, Vietnam or other veteran status, and shall, consistent with applicable federal law, take affirmative steps toward utilizing such services.

7. CONFLICT OF INTEREST
7.1 No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Further, no member, officer, or employee of the HABD, no member of the governing body of the locality in which HABD was activated, and no other public official of such locality who exercises any functions or responsibilities with respect to the HABD, shall, within her or his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

7.2 The Contractor covenants that neither it nor any of its directors, officers, partners, associates or employees has any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it in relation to the performance of the services that are the subject of this Agreement or in any conflict of interest matter with HABD. Violation of this provision may result in immediate termination of any and all contracts with the Contractor.

8. GRATUITIES-KICKBACKS
8.1 The HABD's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements, and shall not knowingly use confidential information for actual or anticipated personal gain. However, unsolicited gifts with an aggregate value of less than twenty-five dollars ($25.00) a year, from any single contractor, may be accepted, provided that no particular course of action is required as a condition to receive the gift. The Contractor warrants that s/he has not paid and will not pay gratuities, favors, or anything of monetary value to an officer, employee or agent of the HABD or to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress or employee of a Member of Congress, or any officer or employee of Congress in connection with the awarding of any HABD contract. Violation of this provision may result in immediate termination of this Agreement. Conversely, solicitation and acceptance of gifts are allowed for HABD approved Family Self-Sufficiency and Section 3 Programs.

9. TERMINATION OF THE CONTRACT FOR CONVENIENCE AND DEFAULT
9.1 The HABD may terminate this contract in whole, or from time to time in part, for the HABD's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HABD shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HABD all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
9.2 If the termination is for the convenience of the HABD, the HABD shall be liable only for payment for services rendered before the effective date of the termination.

9.3 If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HABD may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HABD, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HABD; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HABD by the Contractor.

9.4 If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HABD, and the Contractor shall be entitled to payment as described in paragraph (b) above.

10. DISPUTE RESOLUTION PROCEDURE
10.1 The Contractor shall refer any controversy or dispute arising under this Agreement to the Contract Administrator. If the Contractor and the Contract Administrator fail to agree as to the resolution of the dispute or controversy, the Contractor shall give written notice (not later than five (5) calendar days after the conference) of the controversy to the Executive Director. The parties agree that the Executive Director, within her discretion, may refer the matter for alternative dispute resolution if deemed in the best interest of an expedient, cost effective, equitable resolution for the parties. The decision of the Executive Director will be binding on both parties hereto, except as the same may be modified by an arbitrator. The Contractor acknowledges, understands and agrees that compliance with the procedure for this section is a condition precedent to enforcement of any dispute under this Agreement by arbitration; it will operate as a full, complete, and final bar to arbitration by the Contractor, on any matter or cause arising pursuant to the subject matter of this Agreement and any provision hereof, if not utilized or not utilized in good faith for resolution of disputes where the arbitration remedy is later sought pertaining to any aspect of this Agreement and related transactions. This Section supersedes Clause 7 "Disputes" of the HUD 5370 C General Conditions for Non-Construction Contracts in Exhibit A.

11. ARBITRATION
11.1 Any dispute, claim or controversy arising out of or relating to this contract, or the breach, termination, enforcement or validity thereof, shall be settled by binding arbitration in Birmingham, Alabama, administered by the National Arbitration Forum (NAF) under its Code of Procedure, currently in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be one arbitrator, named in accordance with the procedure. The parties are waiving their right to seek remedies in court, including the right to jury trial. The arbitration will be conducted in accordance with the Federal Arbitration Act (FAA). The arbitrator shall decide the dispute in accordance with the substantive law of the state of Alabama. This Section supersedes Clause 7 "Disputes" of the HUD 5370 C General Conditions for Non-Construction Contracts in Exhibit A.

12. SEVERABILITY
12.1 If an arbitrator finds any provision of this Agreement to be void and/or unenforceable, the parties hereto agree that those provisions of the Agreement not directly affected by the void and/or unenforceable provision shall continue in full force and effect.
13. COMPLIANCE WITH LAWS AND REGULATIONS
13.1 The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations as they exist or may be amended during performance of this contract.

14. MODIFICATIONS
14.1 The terms and conditions contained in this Agreement may not be added to, modified, superseded or otherwise altered except by agreement of the parties in a written instrument signed by the parties. The work and services of the Contractor shall be deemed to be only upon the terms and conditions contained in this Agreement and consistent with Clause 2 “Changes” in the HUD form 5370 C General Conditions for Non-Construction in Exhibit A. Notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice, or other form or writing of the Contractor or any of its subcontractors, and notwithstanding HABD’s act of receiving or paying for any nonconforming work, report or services, or any similar action on the part of HABD.

15. CONSTRUCTION - HEADINGS - CONFLICTS IN LANGUAGE
15.1 In the event there is any conflict between the language found in Exhibit A and the language in the body of this instrument, the terms expressed in the body of this instrument shall be controlling.

15.2 When, in this Agreement, a pronoun is used, it shall be construed to represent the singular or the plural, either the masculine or the feminine, as the case shall demand.

15.3 The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

16. LIABILITY - INDEMNITY - REMEDIES - WAIVERS
16.1 In the course of performing the services under this Agreement Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents or equipment. To the extent any such claim is made or determined payable against the HABD, the Contractor, further, shall defend, indemnify and hold the HABD harmless therefor. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents or subcontractors, and arising out of any other operation no matter by whom performed for and on behalf of the Contractor, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by Contractor or the HABD.

16.2 It is understood that persons engaged or employed by the Contractor as employees, agents, or independent agents shall be engaged or employed by the Contractor and not by the HABD. The Contractor alone is responsible for their work, direction, compensation and personal conduct. Nothing included in any provision of this Agreement shall impose any liability or duty upon the HABD to persons, firms, or corporations employed or engaged by Contractor in any capacity whatsoever, or make the HABD liable to any such persons, firms, or corporations, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatever nature, of the Contractor or of its employees, agents, or independent agents.

16.3 No remedy herein provided shall be deemed exclusive of any other remedy allowed at law or in equity.
16.4 The failure of either party to insist in any one or more cases upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless specifically set forth in writing as such waiver and signed by that party.

17. THIRD PARTY RIGHTS / OTHER RELATIONSHIPS
17.1 Neither this Agreement, nor any act of HUD or HABD, shall be deemed or construed as creating any right of any third party to enforce any provision hereof or to assert any claim against the HABD. Nothing contained in the Annual Contributions Contract (ACC) or this Agreement, nor any act of HABD or HUD, shall be deemed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD, except between HUD and HABD as provided under the terms of the ACC.

17.2 No partner, officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation hereunder, express or implied.

18. NOTICES
18.1 Any notice or other communication given or made pursuant to this Agreement shall be in writing and shall be deemed given if (a) delivered personally or by courier; (b) teledipped; (c) sent by overnight express delivery; or (d) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address as set forth in the first paragraph of this Agreement (or at such other address as shall be specified by the party by like notice given to the other party).

18.2 All such notices and other communications shall be deemed given on the date of personal or local courier delivery, telecopy transmission, delivery to overnight courier or express delivery service, or deposit in the United States mail, and shall be deemed to have been received (a) in the case of personal or local courier delivery, on the date of such delivery; (b) in the case of telecopy, upon receipt of electronic confirmation thereof (provided that the sender shall have given simultaneous notice by another method approved herein); (c) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (d) in the case of mailing, on the date specified in the return receipt therefor.

19. BEASON-HAMMON ACT/E-VERIFY
19.1 By signing this contract, the Contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized immigrant within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

20. ENTIRE AND FINAL AGREEMENT
20.1 The parties agree, understand and acknowledge that this written instrument, including the Arbitration Clause, along with the heretofore attached Exhibit A constitutes the entire Agreement of the parties and that neither party is responsible for nor bound by any terms or conditions not contained herein. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether oral or written. This Agreement may be amended,
supplemented or changed only by advance written Agreement for modification, authorized in accordance with the provisions of Section 14 hereof.

IN WITNESS THEREOF the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

CONTRACTOR NAME

By: ____________________________
Print
Name ____________________________
Its: ____________________________
Date: ____________________________

APPROVED AS TO FORM AND CONTENT:

Compliance Counsel ____________________________ Date ____________________________

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

By: ____________________________

Date: ____________________________

Parties Initial/Date: HABD _______/ ________ Contractor _______/ ________
Attachment S

HOURLY WAGE FORM
In accordance with HUD prevailing wage rate requirements. Contracts for routine maintenance service or construction work must comply with prevailing wage and other labor standards provisions. Contracted maintenance service or construction work requested by the Housing Authority will contain the wage rates for the classification that will be employed. Therefore, all contractors must complete the following Hourly Wage Form before maintenance service or work is performed.

### Hourly Wage Form

<table>
<thead>
<tr>
<th>DATE:</th>
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<tbody>
<tr>
<td>COMPANY NAME:</td>
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<tr>
<td>ADDRESS:</td>
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<tr>
<td>CITY: Birmingham</td>
<td>STATE:</td>
<td>ZIP:</td>
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<tr>
<td>TELEPHONE #</td>
<td>FAX # (205) 223-8705</td>
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<tr>
<td>E-MAIL ADDRESS</td>
<td>CONTACT PERSON:</td>
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<td>PO #</td>
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<td>PROJECT #</td>
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<tr>
<td>WORK TO BE DONE:</td>
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</tbody>
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<table>
<thead>
<tr>
<th>LIST OF INDIVIDUALS TO PREFORM WORK</th>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
<th>FRINGE BENEFITS</th>
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</table>

Does your company comply with all Federal Labor Standards applicable to the above-named job?

- Yes _ No

Does your company comply with all Contract Work Hours and Safety Standards Act applicable to the above-named job?

- Yes _ No

_____________ Agrees to maintain payroll records to demonstrate compliance with applicable Federal Standards provisions and to preserve such records for at least three years following completion of the above-named contract work.

PRINT NAME: __________________________________________________________

SIGNATURE: __________________________________________________________