

City of North Charleston Housing Authority

"Providing Safe and Decent Housing to the Citizens of North Charleston"

<u>IFB NUMBER 250320</u>

RE-ROOFING AT ALSTON LAKE APARTMENTS AND BIRCHWOOD APARTMENTS NORTH CHARLESTON, SC 29406.

DATE ISSUED: MARCH 20, 2025

PRE-BID MEETING: APRIL 1, 2025, AT 10:00 A.M.

QUESTIONS DEADLINE: APRIL 7, 2025, AT 4:00 P.M.

BID DUE DATE AND TIME: APRIL 23, 2025, AT 4:00 P.M.

SUBMIT SEALED BIDS TO: NORTH CHARLESTON HOUSING AUTHORITY

ATTN: QUIANA ABNEY 6327 RIVERS AVENUE

NORTH CHARLESTON, SC 29406

OBTAIN BID DOCUMENTS FROM:

WWW.NORTHCHARLESTONHOUSINGAUTHORITY.ORG

The responsibility for submitting a response to this bid request to the stated North Charleston Housing Authority address on or before the stated time and date will be solely and strictly be the responsibility of the respondent. The respondent shall wholly absorb all the cost incurred in preparing and presenting the bid.

ALSTON LAKE APARTMENTS

FOUR (4) BUILDINGS TOTAL



BIRCHWOOD APARTMENTS

NINE (9) BUILDINGS TOTAL



IFB Document

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INTRODUCTION

The North Charleston Housing Authority (hereinafter, "HA") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families within North Charleston. The HA is headed by an Executive Director (ED) and is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy.

currently, the HA owns and/or manages: (A) Alston Lake Apartments, a 3 buildings complex with 72 apartments and 1 Leasing Office, and (B) Birchwood Apartments, a 8 building complex with 64 apartments and 1 Leasing Office.

n keeping with its mandate to provide efficient and effective services, the HA is now soliciting bids from qualified, licensed and insured entities to provide roofing services to the HA. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

HA CONTACT PERSON	Quiana Abney Telephone Number: (843) 266-5908 Email: qabney@nchashousingauthority.com
HOW TO OBTAIN THE IFB DOCUMENTS	Available on Wednesday, March 20, 2025 www.northcharlestonhousingauthority.org
PRE-BID CONFERENCE	Tuesday, April 1, 2025, at 10:00 a.m. North Charleston Housing Authority 6327 Rivers Avenue North Charleston, SC 29406
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	As instructed within Section 3.0 of the IFB document, submit 1 copy of your "hard copy" bid to NCHA
BID SUBMITAL RETURN & DEADLINE	Wednesday, April 23, 2025, 4:00 p.m. North Charleston Housing Authority 6327 Rivers Avenue North Charleston, SC 29406 (The "hard copy" proposal must be received in-hand and time-stamped by NCHA by no later than 4:00 p.m. on this date)
ANTICIPATED APPROVAL	Thursday, May 22, 2025

1.0 HA'S RESERVATION OF RIGHTS:

- > The HA 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 the HA to be in its best interests.
- The HA reserves the right not to award a contract pursuant to this IFB.
- > The HA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- > The HA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- ➤ The HA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the HA Contracting Officer (CO).
- > The HA reserves the right to negotiate the fees proposed by the bidder entity.
- > The HA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- The HA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- **2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The HA is seeking bids from qualified, licensed and bonded entities to provide the following detailed services at the housing sites listed herein:

Alston Lake Apartments:

- **2.1 General:** It is the intent of the HA to retain a contractor to, pursuant to the requirements of this IFB and the ensuing contract, to replace roof shingles at four (4) buildings. The contractor shall coordinate all work through and with the designated HA contact person.
- **Description:** Roof shingles will be replaced at all buildings located at Alston Lake Apartments, 2430 Alston Avenue, North Charleston, SC 29406 (Exhibit I).
 - 2.2.1 Demo all roofing materials down to sheathing/wood roof deck.
 - 2.2.2 Replace rotten or damaged wood decking in various locations/buildings matching materials and thickness of current roof deck. Allow 3 sheets per building and re-secure any loose decking

- 2.2.3 Install Underlayment as follows:
 - ➤ Install 2 layers of synthetic roof underlayment on all surfaces 4 inches per foot and greater.
 - Install Ice and water shield to all valleys, penetrations, and any roof surface 3 inches per foot and below.
- 2.2.4 Install new drip edge
 - ➤ New metal drip shall be installed around entire perimeter with a minimum surface of 3 inches extended from roof edge and installed per code.
- 2.2.5 Install new shingle-over type ridge vents and CertainTeed Hip and Ridge shingles to match asphalt shingles.
- 2.2.6 Install asphalt shingles. Premium laminated multi-layered, Class A CertainTeed "Landmark" Architectural shingles in Charcoal Black or Moire Black.
 - Install CertainTeed starter strip and shingles according to manufacturer specifications and per SC Code for high wind applications.
- 2.2.7 Install new flashing around plumbing and heater vents.
- 2.2.8 Inspect and Replace rotten or damaged fascia upon visual inspection and written approval of NCHA
- 2.2.9 At the close of work each day, all entrances and sidewalks shall be swept with magnetic device and left in broom clean manner.
- 2.2.10 At the completion of roofing for each building, sweep entire area of construction minimum of twenty feet from perimeter of each building with magnet device to remove nails, fasteners, etc.
- 2.2.11 At completion of work, all tools, equipment, construction materials, scrap, debris and waste shall be removed from the project site. NCHA will not be responsible for any materials, equipment or tools left on site during construction.
- 2.2.12 All ruts, damaged grounds, paved area shall be returned to pre-construction condition.
- 2.2.13 Provide Contractor's Five (5) Year Total System Warranty covering all products installed by Roofing Company.
- 2.2.14 Apply for and pay for all necessary permits.
- 2.2.15 All field dimensions, quantity of material and construction methodology shall be the responsibility of the Contractor.

- **2.3 Scheduling:** Project shall be scheduled to be completed within 30 (thirty) calendar days from the date of Notice to Proceed by NCHA.
- **2.4 Guarantee:** The contractor shall guarantee his work and shall correct any issues resulting in his work for a period five (5) years, install shingles according to local codes and provide a CertainTeed Manufacturer's 130 mph wind warranty.
- **2.5** Additional Services: Materials in excess of the above stated minimums shall be approved by and negotiated with the HA contact representative prior to services being rendered.

Birchwood Apartments:

- **2.6 General:** It is the intent of the HA to retain a contractor to, pursuant to the requirements of this IFB and the ensuing contract, to replace roof shingles at nine (9) buildings. The contractor shall coordinate all work through and with the designated HA contact person.
- **2.7 Description:** Roof shingles will be replaced at all buildings located at Birchwood Apartments, 2001 Stokes Avenue, North Charleston, SC 29406 (Exhibit II).
 - 2.7.1 Demo all roofing materials down to sheathing/wood roof deck.
 - 2.7.2 Replace rotten or damaged wood decking in various locations/buildings matching materials and thickness of current roof deck. Allow 3 sheets per building and re-secure any loose decking
 - 2.7.3 Install Underlayment as follows:
 - Install 2 layers of synthetic roof underlayment on all surfaces 4 inches per foot and greater.
 - Install Ice and water shield to all valleys, penetrations, and any roof surface 3 inches per foot and below.
 - 2.7.4 Install new drip edge
 - New metal drip shall be installed around entire perimeter with a minimum surface of 3 inches extended from roof edge and installed per code.
 - 2.7.5 Install new shingle over type ridge vents with CertainTeed Hip and Ridge shingles to match asphalt shingles.
 - 2.7.6 Install asphalt shingles. Premium laminated multi-layered, Class A 260-300lb 3 bundles per square. CertainTeed "Landmark" in Charcoal Black or Moire Black.
 - Apply CertainTeed starter strip at eaves and install shingles according to manufacturer specifications and per SC Code for high wind applications.

- 2.7.7 Install new flashing around plumbing and heater vents.
- 2.7.8 Replacement of rotten or damaged fascia upon visual inspection and written approval of NCHA.
- 2.7.9 At the close of work each day, all entrances and sidewalks shall be swept with magnetic device and left in broom clean manner.
- 2.7.10 At the completion of roofing for each building, sweep entire area of construction minimum of twenty feet from perimeter of each building with magnet device to remove nails, fasteners, etc.
- 2.7.11 At completion of work, all tools, equipment, construction materials, scrap, debris and waste shall be removed from the project site. NCHA will not be responsible for any materials, equipment or tools left on site during construction.
- 2.7.12 All ruts, damaged grounds, paved area shall be returned to pre-construction condition.
- 2.7.13 Provide Contractor's Five (5) Year Total System Warranty covering all products installed by Roofing Company.
- 2.7.14 Apply for and pay for all necessary permits.
- 2.7.15 All field dimensions, quantity of material and construction methodology shall be the responsibility of the Contractor.
- **2.8 Scheduling:** Project shall be scheduled to be completed within 30 (thirty) calendar days from the date of Notice to Proceed by NCHA.
- **2.9 Guarantee:** The contractor shall guarantee his work and shall correct any issues resulting in his work for a period five (5) years, install shingles according to local codes and provide a CertainTeed Manufacturer's 130 mph wind warranty.
- **2.10** Additional Services: Materials in excess of the above stated minimums shall be approved by and negotiated with the HA contact representative prior to services being rendered.

3.0 BID SUBMISSION:

- 3.1 Bidder's Responsibilities—Contact with the HA: It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HA to not consider a bid submittal received from any bidder who has not abided by this directive.
 - **3.1.11 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by

addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the HA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

- 3.2 Pre-bid Conference: The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1/2 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the HA will not distribute at this conference any copies of the IFB documents.
- **3.3 Bid Requirements:** Contractors are required to submit two (2) total base bids for work as required One (1) for each property (see Bid Forms). The total base bid shall include all applicable sales tax, permit fees, materials and labor.
- **3.4 Bid Submission:** All bids must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "RE-ROOFING BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

North Charleston Housing Authority Attention: Quiana Abney 6327 Rivers Avenue North Charleston, SC 29406

The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be considered.

4.0 BID EVALUATION:

Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; A copy of the

bid tabulation will be made available on the website at www.northcharlestonhousingauthority.org after the scheduled Regular Board Meeting of the North Charleston Housing Authority following the stated closing date. Bids will be available for inspection by the public after the award has been completed.

- **4.1.1 Ties:** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- **4.2 Responsive Evaluation:** After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made).
- 4.3 Responsible Evaluation: The HA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HA the required services). If the HA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HA may proceed with award. If the HA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the HA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
 - **4.3.1** Depending on the amount of the award (typically for awards greater than \$100,000), the HA will take such contract award to the HA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- **4.4 Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD:

- **5.1 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
 - **5.1.1** By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HA. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HA has no power or authority to negotiate any clauses contained within any attached HUD documents.
- **5.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:

- **5.2.1** Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.
- **5.2.2** Assignment of Personnel: The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.
- **5.2.3 Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- **5.3 Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
 - **5.3.1** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.3.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000.
 - **5.3.3** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - **5.3.4** A copy of the bidder's business license showing that the entity is licensed to perform such services within the City of North Charleston, South Carolina.
 - **5.3.5** If applicable, a copy of the bidder's contractor license issued by the State of South Carolina licensing authority allowing the bidder to provide the services detailed herein.
 - **5.3.6** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution).
- **5.4 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

Required Bid Submission Documents

Α	Alston Lake Roof Bid Form
В	Birchwood Roof Bid Form
С	Form HUD-5369-A (11/92) Representations,
	Certifications, and Other Statements of Bidders
D	Form HUD-5369-C (8/93) Certifications and
	Representations of Offerors
E	Bidder Reference Information
	(Must supply 3 references)
F	Profile of Firm Form

NORTH CHARLESTON HOUSING AUTHORITY (NCHA) PROPOSAL FORM

Alston Lake Apartments 2430 Alston Ave, North Charleston, SC 29406

Name of Proposer/Business:
Business Address:
NCHA: I have received the Request For Proposal Packet prepared by the NCHA or its Authorized Representative. I have also received Addenda(s) A through F and have included their provisions in my proposal. I have read the proposal package and examined site maps.
therefore agree: A. To hold this proposal open until ninety (90) consecutive calendar days after the deadline date; B. To enter into and execute a contract with the NCHA, if awarded on the basis of this bid and in connection therewith to:
 Furnish proof of insurance in the amounts required by the proposal documents. Provide required permits and licenses according to South Carolina's Code. Accomplish the work in accordance with the terms of the contract.
Base Proposal – To furnish all labor and all equipment for Roof Replacement and Installation Services as specified in the contract documents for which we offer the following cost proposal:
Alston Lake Apartments (4 Buildings) Total Square Ft
Labor =\$
Materials/Permit Fees =\$
Total Price (Bid Amount) = \$
Additional costs at time of replacement would need to be approved prior to incurring additional costs and are only as follows:
* Per scope of work (3) sheets of wood deck included per building. Price for additional sheets = \$/per sheet Any wood replacement will need to be photographed and approved if exceeds wood included in original scope of work.
** All fascia to be inspected and replaced upon approval by NCHA Price for fascia = \$/ per LF
The undersigned agrees that withdrawal of this proposal or failure to sign the Form of Agreement within the times set forth in the Contract Documents shall automatically terminate any further consideration and also terminate any and all rights the Undersigned may have acquired in, by or through this proposal. Attached hereto is an affidavin proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposer in the submitting of proposals for the contract for which this proposal is submitted.
Date: By: Title: Title:

NORTH CHARLESTON HOUSING AUTHORITY (NCHA) PROPOSAL FORM

Birchwood Apartments 2001 Stokes Ave, North Charleston, SC 29406

Name of Proposer/Business:
Business Address:
NCHA: I have received the Request For Proposal Packet prepared by the NCHA or its Authorized Representative. I have also received Addenda(s) A through F and have included their provisions in my proposal. I have read the proposal package and examined site maps.
I therefore agree: A. To hold this proposal open until ninety (90) consecutive calendar days after the deadline date; B. To enter into and execute a contract with the NCHA, if awarded on the basis of this bid and in connection therewith to:
 Furnish proof of insurance in the amounts required by the proposal documents. Provide required permits and licenses according to South Carolina's Code. Accomplish the work in accordance with the terms of the contract.
Base Proposal – To furnish all labor and all equipment for Roof Replacement and Installation Services as specified in the contract documents for which we offer the following cost proposal:
Birchwood Apartments (9 Buildings) Total Square Ft.
Labor =\$
Materials/Permit Fees =\$
Total Price (Bid Amount) = \$
Additional costs at time of replacement would need to be approved prior to incurring additional costs and are only as follows:
* Per scope of work (3) sheets of wood deck included per building. Price for additional sheets = \$/per sheet Any wood replacement will need to be photographed and approved if exceeds wood included in original scope of work.
** All fascia to be inspected and replaced upon approval by NCHA Price for fascia = \$/ per LF
The undersigned agrees that withdrawal of this proposal or failure to sign the Form of Agreement within the times set forth in the Contract Documents shall automatically terminate any further consideration and also terminate any and all rights the Undersigned may have acquired in, by or through this proposal. Attached hereto is an affidavi in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposer in the submitting of proposals for the contract for which this proposal is submitted.
Date: By: Title: Title:

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Previous edition is obsolete form **HUD-5369-A** (11/92)

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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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)(l) 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)(I) through (a)(3) above.

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" $\ [\]$ is, $\ [\]$ is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
- (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.
- **12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)
- (a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.
- (b) A fully executed "Previous Participation Certificate"[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)		
(Typed or Printed Name)		
(Title)		
(Company Name)		
(Company Address)		

Certifications and Representations of Offerors

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

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

- (a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
 - (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
 - has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.
- (c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

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

For the purpose of this definit	ion, 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

3. Certificate of Independent Price Determination

- (a) The bidder/offeror certifies that—
 - (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:	
Typed or Printed Name:	
Title:	

E: Bidder Reference Information (must supply 3 references)

BIDDER REFERENCE INFORMATION
CLIENT'S NAME:
ADDRESS:
CONTACT NAME:
EMAIL:
TELEPHONE NUMBER:
CONTRACT VALUE:
DESCRIPTION OF SERVICES:
BIDDER REFERENCE INFORMATION
CLIENT'S NAME:
ADDRESS:
CONTACT NAME:
EMAIL:
TELEPHONE NUMBER:
CONTRACT VALUE:
DESCRIPTION OF SERVICES:
BIDDER REFERENCE INFORMATION
CLIENT'S NAME:
ADDRESS:
CONTACT NAME:
EMAIL:
TELEPHONE NUMBER:
CONTRACT VALUE:
DESCRIPTION OF SERVICES:

PROFILE OF FIRM FORM (Attachment F)

(This Form must be fully completed)

(1) Prime Sub-c	ontractor (T	his form mu	st be completed	by and for	each).
(2) Name of Firm:			Telephone:		Fax:
(3) Street Address, Ci	ty, State, Zip:				
	brief biography/res ablished; (b) Year F if applicable); (d) N	irm Establi	shed in [JURISDIC	CTION]; (c)	Former Name and
(5) Identify Principals each):	s/Partners in Firm (s	ubmit under	Tab No. 5 a brie	f profession	nal resume for
NAME			TITLE		% OF OWNERSHIP
NAME			TITLE		
Caucasian	tement: You must circ ovided the correct per — Public-Hel Corporation ————————————————————————————————————	centage (%) o	of ownership of eac Government	h: Non-P	rofit
or more ownership Resident- Af	nority- (MBE), or Wom and active manageme rican **Native erican American %%	nt by one or i	more of the followi	ng:	•
Woman-Owned (MBE)% WMBE Certification	(Caucasian) % Number:	Disabled Veteran %	□Other (Specify): %		
Certified by (Agenc (NOTE: A CERTIFIC	y): ATION/NUMBER NOT R	EQUIRED TO	BID - ENTER IF AVA	ILABLE)	
Signature	 Date	Printed Na	 ame	Company	

PROFILE OF FIRM FORM (Attachment F)

(This Form must be fully completed)

Signa	ature	Date	Printed Name	Company
(17)	submitting this form his/her knowledge,	he/she is ve true and a herein is fal	erifying that all informat accurate, and agrees f se, that shall entitle the	eby states that by completing and ion provided herein is, to the best of that if the HA discovers that any e HA to not consider nor make award
(16)	bid is genuine and connived or agreed, to refrain from biddi or collusion, or commor or of any other bidde other bidder or to	not collusive directly or ing, and has munication on er, to fix oversecure any	e and that said bidder ndirectly, with any bidd not in any manner, direct conference, with any perhead, profit or cost ele	g this bid hereby certifies that such entity has not colluded, conspired, er or person, to put in a sham bid or tly or indirectly sought by agreement person, to fix the bid price of affiant ment of said bid price, or that of any HA or any person interested in the true.
(15)	or professional relati	onship with	any Commissioner or Off	ereof have any current, past personal icer of the HA? Yes
(14)	any services by the any local government	Federal Go t agency wit	overnment, any state go thin or without the Stat	ever been debarred from providing vernment, the State of, or see of? Yes \(\subseteq \text{No} \subseteq \text{loop} \) ing dates, circumstances and current
(13)	Professional Liability Policy No	Insurance Ca	ırrier: Expira	tion Date:
	Policy No		Expira	tion Date:
			Carrier: Expira Expira	tion Date:
. , -		-		
(9) [APPROPRIATE HIRISDI	CTION1 Busin	iess License No :	
(8) F	ederal Tax ID No.:			