

ADVERTISEMENT FOR BID

The Owner, the River Rouge Housing Commission, will receive Proposals for UPCS Inspections. Electronic documents may be obtained beginning October 12, 2020 @ www.riverrougehousing.com.

Capital Fund Program: The project consists of Performing UPCS Inspections. Inspecting the Property Sites, Building Exterior's, Building Systems, 300 Dwelling units and common Hallway areas using the latest Uniform Physical Condition Standards rules and protocols.

PROPOSALS WILL BE RECEIVED for the above work until 2:00 pm local time on Friday November 6, 2020.

Labeling of Envelopes: One (1) original and (2) copies shall be submitted inside a sealed envelope with the following noted on the face:

"THIS ENVELOPE CONTAINS PROPOSAL DOCUMENTS ON UPCS INSPECTIONS"

Eboni Nugin, Executive Director/Contracting Officer

River Rouge Housing Commission

180 Visger Road

River Rouge, MI. 48218

Withdrawal of Bids: A bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled time for opening bids.

No bidder may withdraw its bid for period of sixty (60) calendar days after the date set for opening thereof or until the successful bidder enters into the contract. Bids shall be subject to acceptance by the River Rouge Housing commission during this period.

Bid security may be forfeited by any bidder who withdraws his/her bid prior to the execution of a contract with the successful bidder or the expiration of the sixty (60) day period.

REQUEST FOR PROPOSALS

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Eboni Nugin, Executive Director/Contracting Officer

River Rouge Housing Commission

180 Visger Road

River Rouge, MI. 48218

River Rouge Housing Commission

Request for Proposal

UPCS INSPECTIONS

300 Dwelling Units

(Seneca Terrace, Iroquois Terrace, Seneca/Iroquois & Scattered Sites)

RRHC

2020FND03

Electronic information available on website below:

www.riverrougehousing.com

Opening Date: Available documents on October 12, 2020

Closing Date: November 6, 2020 @ 2:00pm

Submit to: River Rouge Housing Commission

Attn: Eboni Nugin, Interim Executive Director/Contracting Officer

180 Visger Road

River Rouge, Mi. 48218

For all other questions or concerns contact us at our office 313-382-1414

SCOPE OF REQUIRED SERVICES FOR UPCS INSPECTIONS

- A. General: The firm shall provide all expertise necessary to perform the services below.
- B. . The Scope of services shall include the following:
- Inspection of all River Rouge Housing Commission development, including the Property Sites, Building Exteriors, Building Systems, Dwelling units and Common Areas using the latest Uniform Physical Condition Standards rules and protocols.
- C. The River Rouge Housing Commission currently has 300 dwelling units in four developments. (Seneca Terrace, Iroquois Terrace, Seneca/Iroquois and Scattered Sites. Attached is an index of Housing Units for the River Rouge Housing Commission.
- D. All dwelling units that are occupied will require at a minimum of 48-hour notification to the resident, by the Housing Commission, of the upcoming inspection of their unit. The successful bidder is required to submit a complete schedule for all units delineating an approximate date and time when units are to be inspected.
- E. The successful bidder shall assist the Housing commission in any appeal, with HUD, resulting from findings by the HUD REAC inspection that differs significantly from the successful bidder's inspection.

the latest Uniform Physical Condition Standards rules and protocols. Also provide a fixed price per unit for a second-year inspection. Low bidder will be determined by the sum of the fixed price per unit for the current year plus the fixed price for the second-year inspection. The Housing Commission shall have the discretion to extend the term for a second year.

8. The inspections must be completed on all 300 units of the River Rouge Housing Commission, addresses as follows:

Project: 001- Seneca Terrace

1001	513 Polk	3bdrm
1002	515 Polk	2bdrm
1003	515 ½ Polk	2bdrm
1004	517 Polk	3bdrm
1005	502 Polk	3bdrm
1006	502 ½ Polk	2bdrm
1007	504 Polk	2bdrm
1008	504 ½ Polk	2bdrm
1009	506 Polk	2bdrm
1010	508 Polk	3bdrm
1011	514 Polk	3bdrm
1012	516 Polk	2bdrm
1013	518 Polk	2bdrm
1014	518 ½ Polk	2bdrm
1015	520 Polk	2bdrm
1016	520 ½ Polk	3bdrm
1017	524 Polk	3bdrm
1018	526 Polk	2bdrm

1046	558 Beechwood	2bdrm
1047	558 ½ Beechwood	2bdrm
1048	560 Beechwood	2bdrm

Project -002- Iroquois Terrace

2049	197 Goodell	3bdrm
2050	197 ½ Goodell	2bdrm
2051	199 Goodell	2bdrm
2052	199 ½ Goodell	2bdrm
2053	201 Goodell	2bdrm
2054	201 ½ Goodell	3bdrm
2055	205 Goodell	3bdrm
2056	205 ½ Goodell	2bdrm
2057	207 Goodell	2bdrm
2058	207 ½ Goodell	2bdrm
2059	209 Goodell	2bdrm
2060	211 Goodell	3bdrm
2061	227 Goodell	2bdrm
2062	229 Goodell	2bdrm
2063	229 ½ Goodell	2bdrm
2064	231 Goodell	2bdrm
2065	244 Goodell	3bdrm
2066	246 Goodell	2bdrm
2067	248 Goodell	2bdrm
2068	248 ½ Goodell	2bdrm
2069	250 Goodell	2bdrm

2097	312 Goodell	2bdrm
2098	314 Goodell	2bdrm
2099	316 Goodell	2bdrm
2100	318 Goodell	2bdrm

Project: 003-Seneca/Iroquois

3101	464 Polk	4bdrm
3102	464 ½ Polk	2bdrm
3103	466 Polk	3bdrm
3104	468 Polk	3bdrm
3105	470 Polk	2bdrm
3106	472 Polk	4bdrm
3107	521 Polk	4bdrm
3108	523 Polk	4bdrm
3109	529 Polk	2bdrm
3110	531 Polk	2bdrm
3111	532 Polk	2bdrm
3112	523 ½ Polk	2bdrm
3113	534 Polk	2bdrm
3114	536 Polk	2bdrm
3115	539 Polk	3bdrm
3116	541 Polk	2bdrm
3117	541 ½ Polk	2bdrm
3118	543 Polk	3bdrm
3119	545 Polk	3bdrm
3120	547 Polk	2bdrm

3148	527 Beechwood	3bdrm
3149	522 Beechwood	2bdrm
3150	524 Beechwood	2bdrm
3151	524 ½ Beechwood	2bdrm
3152	526 Beechwood	2bdrm
3153	528 Beechwood	2bdrm
3154	530 Beechwood	2bdrm
3155	530 ½ Beechwood	2bdrm
3156	532 Beechwood	2bdrm
3157	529 Beechwood	3bdrm
3158	529 ½ Beechwood	2bdrm
3159	531 Beechwood	2bdrm
3160	533 Beechwood	2bdrm
3161	533 ½ Beechwood	2bdrm
3162	535 Beechwood	3bdrm
3163	537 Beechwood	3bdrm
3164	539 Beechwood	3bdrm
3165	539 ½ Beechwood	2bdrm
3166	541 Beechwood	2bdrm
3167	543 Beechwood	3bdrm
3168	545 Beechwood	3bdrm
3169	548 Beechwood	1bdrm
3170	550 Beechwood	1bdrm
3171	552 Beechwood	1bdrm
3172	554 Beechwood	1bdrm
3173	224 Goodell	4bdrm
3174	226 Goodell	2bdrm

Project-004- Scattered Sites

4201	505 Polk	1bdrm
4202	503 Polk	1bdrm
4203	509 Polk	1bdrm
4204	507 Polk	1bdrm
4205	420 Kleinow	1bdrm
4206	422 Kleinow	1bdrm
4207	424 Kleinow	1bdrm
4208	426 Kleinow	1bdrm
4209	428 Kleinow	1bdrm
4210	430 Kleinow	1bdrm
4211	438 Lenoir	1bdrm
4212	440 Lenoir	1bdrm
4213	442 Lenoir	1bdrm
4214	444 Lenoir	1bdrm
4215	446 Lenoir	1bdrm
4216	448 Lenoir	1bdrm
4217	450 Lenoir	1bdrm
4218	452 Lenoir	1bdrm
4219	454 Lenoir	1bdrm
4220	456 Lenoir	1bdrm
4221	458 Lenoir	1bdrm
4222	460 Lenoir	1bdrm
4223	468 Lenoir	4bdrm
4224	466 Lenoir	4bdrm
4225	464 Lenoir	4bdrm
4226	462 Lenoir	4bdrm

4254	492 Superior	3bdrm
4255	498 Superior	3bdrm
4256	496 Superior	3bdrm
4257	500 Superior	5bdrm
4258	502 Superior	5bdrm
4259	504 Superior	5bdrm
4260	506 Superior	5bdrm
4261	514 Superior	4bdrm
4262	512 Superior	4bdrm
4263	510 Superior	4bdrm
4264	508 Superior	4bdrm
4265	505 Superior	4bdrm
4266	503 Superior	4bdrm
4267	509 Superior	4bdrm
4268	507 Superior	4bdrm
4269	501 Superior	4bdrm
4270	499 Superior	4bdrm
4271	497 Superior	4bdrm
4272	495 Superior	4bdrm
4273	294 Kleinow	4bdrm
4274	292 Kleinow	4bdrm
4275	290 Kleinow	4bdrm
4276	288 Kleinow	4bdrm
4277	286 Kleinow	3bdrm
4278	284 Kleinow	3bdrm
4279	282 Kleinow	3bdrm
4280	280 Kleinow	3bdrm

- B. Deadline for Submittal: Submit the bid to the River Rouge Housing Commission, Attention Eboni Nugin, Executive Director by 2:00 pm _____. All respondents will be notified by mail following award of a contract.
- C. Interpretations and Addenda. Questions or requests for interpretations concerning any aspect of the invitation to bid shall be directed to Eboni Nugin, at 313 382-1414 or by email at: enugin@riverrougehousing.com. Any inquiry made at least five calendar days before the deadline fixed for submittal of bids will be give consideration for the written interpretation. Written interpretations will be in the form of an addendum which will be available in the Housing Commission's office at least five calendar days before the submittal deadline. The addenda will be mailed/emailed to each interested firm, but it shall be the interested firm's responsibility to make inquiry as to what addenda, if any were issued. All respondents will be bound by such addenda, whether or not received.
- D. Protests: Protest concerning the invitation to bid shall be made in writing, and delivered to the Housing Commissions Contracting Officer (CO) at least ten working days prior to the deadline of bid submittal. Protests concerning the outcome of the selection process must be made in writing to the CO within ten working days of selection of successful firm. Although the Housing Commission will make notification as to the outcome of the selection process to each respondent, it shall be the responsibility of each respondent to determine when the selection has been made.
- E. Disputes: All claims regarding the performance of the contract shall be made in writing to the Housing Commission's CO. the CO will respond with her decision may be appealed to the Chairman of the Board is not acceptable, an appeal may be referred to an independent arbitrator or mediator, who is agreeable to both parties, or a suit may be filed in a court of competent jurisdiction. In the event that a dispute escalates to legal action, the legal action is required to be filed in the State of Michigan in accordance with the laws of the State of Michigan. A local agent is required to be appointed for service of process at time contract is warded.
- F. Additional Requirements for Successful Firm:
1. The respondents, if successful, will be required to submit within ten days from the date of receipt of the notice of an award a current Certificate of Compliance from the Human Resources Department of the Unified Government of River Rouge Michigan. Contact the Human Resources Department located at 180 Visger Rd., River Rouge, MI 48218 or call 313 382-1414 for information regarding compliance requirements.
 2. Upon selection of successful firm, but prior to contract execution, respondent must provide evidence that their firm is registered to practice in the State of Michigan; or if registration is pending, when it is anticipated registration will be granted.

3. Upon selection of successful firm, but prior to contract execution, respondent must provide a copy of its occupational license with the Unified Government of Michigan within 3 business days of award of contract.

1. <u>RRHC Project MI 008-001:</u>	<u>Individual unit prices</u>	<u>Total price</u>
Two bedroom units=32	\$ _____	\$ _____
Three bedroom units=16	\$ _____	\$ _____
Total No. of Dwelling Units=48		
<u>Total for RRHC Project MI-008-001</u>	\$ _____	\$ _____

2. <u>RRHC Project MI 008-002</u>		
Two Bedroom Unit=34	\$ _____	\$ _____
Three Bedroom Unit=18	\$ _____	\$ _____
Total No. Dwelling Units=52		
<u>Total for RRHC Project: 008-002</u>	\$ _____	\$ _____

3. <u>RRHC Project MI 008- 003</u>		
One Bedroom Unit= 6	\$ _____	\$ _____
Two Bedroom Unit=56	\$ _____	\$ _____
Three Bedroom Unit=26	\$ _____	\$ _____
Four Bedroom Unit=12	\$ _____	\$ _____
Total No. of Dwelling Units = 100		
<u>Total for RRHC Project: 008-003</u>	\$ _____	\$ _____

4. <u>RRHC Project MI 008-004</u>		
One Bedroom Unit = 38	\$ _____	\$ _____
Three Bedroom Unit = 28	\$ _____	\$ _____
Four Bedroom Unit = 28	\$ _____	\$ _____
Five Bedroom Unit = 6	\$ _____	\$ _____
<u>Total for RRHC Project:008-004</u>	\$ _____	\$ _____

BIDDER: PLEASE TYPE ON YOUR OWN STATIONARY

FORM OF NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT
(PRIME BIDDER)

STATE OF _____)
COUNTY OF _____) SS.
_____ BEING FIRST DULY SWORN,

DEPOSES AND SAY:

THAT HE IS A PARTNER OR OFFICER OF THE FIRM OF:

THE PARTY MAKING THE FORGOING PROPOSAL, THAT SUCH PROPOSAL OR BID IS GENUINE AND NOT COLLUSIVE OR SHAM; THAT HE HAS NOT COLLUDED, CONSPIRED, CONNIVED OR AGREED, DIRECTLY OR INDIRECTLY, WITH ANY BIDDER OR PERSON TO PUT IN A SHAM BID OR TO RETAIN FROM BIDDING, AND HAS NOT IN ANY MANNER DIRECTLY OR INDIRECTLY SOUGHT BY AGREEMENT OR CULLUSION OR COMMUNICATION OR CONFRENCE WITH ANY PERSON TO FIX THE BID PRICE OF AFFIANT OR OF ANY OTHER BIDDER, OR TO FIX ANY OVERHEAD, PROFIT OR COST ELEMENT OF SAID BID PRICE OR OF THAT OF ANY OTHER BIDDER, OR TO SECURE ANY ADVANTAGE AGAINST THE CITY OF RIVER ROUGE OR ANY PERSON INTEREST

0 IN THE PROPOSED
0 CONTRACT;

SIGNATURE OF: _____
BIDDER IF THE BIDDER IS AN INDIVIDUAL;
PARTNER, IF THE BIDDER IS A PARTNERSHIP;
OFFICER, IF THE BIDDER IS A CORPORATION.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2017

NOTARY PUBLIC
MY COMMISSION EXPIRES, _____

BIDDER: PLEASE TYPES ON YOUR OWN STATIONARY

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ (Company)

Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of No segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(Name of Company)

By:

Date: Title:

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

(d) The PHA/IHA may reject any and all bids, except 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. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the

bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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

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)(1) through (a)(3) above; or

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

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

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

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

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)