

## River Rouge Housing Commission

### Invitation for Bidders

#### **UNIT PREP & COMPREHENSIVE MAINTENANCE**

**REF#2026-OFD-8**

The River Rouge Housing Commission is requesting "Invitation for Bid" for "UNIT PREP & COMPREHENSIVE MAINTENANCE SERVICES" for our 300 Public Housing dwelling units, Hyacinth Court II Community Center, and its Main office.

Bid documents will be available on our website ([www.riverrougehousing.com](http://www.riverrougehousing.com)) on **May 4, 2026** in the **RFP** section for you to print out a copy or you can request an emailed copy from the Contracting Officer, Jessica Williams at [jwilliams@riverrougehousing.com](mailto:jwilliams@riverrougehousing.com). There will be a pre-bid meeting, Monday June 8, 2026 at 1:00pm. Sealed Invitation for bids will be received by the River Rouge Housing Commission until **3:00 p.m. on Thursday, June 11, 2026**. Bids received after 3:00 p.m. on June 11, 2026 will be rejected and returned unopened to the bidder. If you should have further questions or concerns, please contact our office at {313} 382-1414 ext. 206.

# INVITATION FOR BID

Unit Prep-Comprehensive Maintenance

River Rouge Housing Commission

180 Visger Road

River Rouge, MI. 48218

313-382-1414 – Office

313-382-0228 – Fax

[jwilliams@riverrougehousing.com](mailto:jwilliams@riverrougehousing.com)

REF# 2026-OFD-08

Issue Date:

May 4, 2026

- ✓ **Bids are due NO later than Thursday, June 11, 2026 @ 3:00 p.m.**
- ✓ There will be a pre-bid meeting for this bid **Monday, June 8, 2026 @ 1:00pm** at Hyacinth Ct., 460 ½ Lenoir Ct., River Rouge, MI. 48218
- ✓ All bidders are responsible for making own copies of their submitted bid prior to submission. Bids may be hand delivered, mailed, faxed or e-mailed. Contact information is provided within Invitation for Bid.
- ✓ The RRHC will not be held responsible for any third-party delivery service which does not deliver Invitation for Bid.

## FOR RRHC USE ONLY

<b>Date Rec'd</b> _____	<b>Time Rec'd</b> _____
<input type="checkbox"/> <b>Mail</b>	<input type="checkbox"/> <b>Hand-delivered</b> <input type="checkbox"/> <b>Fax</b> <input type="checkbox"/> <b>E-mail</b>
<b>Initials:</b> _____	

An Affirmative Action/Equal Opportunity Employer  
Minority / Women Business Enterprise are encouraged to apply

## INVITATION TO BIDDERS

### UNIT PREP-COMPREHENSIVE MAINTENANCE REPAIR SERVICES

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## **RIVER ROUGE HOUSING COMMISSION**

### **Unit Prep & Comprehensive Maintenance Repair Services**

#### **I. INTRODUCTION**

The River Rouge Housing Commission, hereafter referred to as RRHC, is governed by a board of five Commissioners who are appointed by the Mayor of River Rouge. Our main purpose is to provide affordable housing to low-and-moderate income families, senior citizens and disabled individuals. We also provide self-sufficiency programs and non-discriminatory housing assistance services. Unit Prep-Comprehensive Maintenance Repair Services are an essential service and represent an important role in the overall mission and functions of the RRHC.

#### **II. PURPOSE**

The purpose of this Invitation to Bidders is to solicit responses from interested, qualified, companies/individuals to provide Unit Prep-Comprehensive Maintenance Repair Services for the RRHC's 300 public housing dwelling units, Hyacinth Court II Community Center and the RRHC's main office.

#### **III. BOARD**

The powers of the RRHC are vested in its Board of Commissioners.

#### **IV. ADMINISTRATIVE PERSONNEL**

Jessica Williams, Contracting Officer -jwilliams@riverrougehousing.com

#### **V. SCOPE OF SERVICES**

Respondents will be expected to provide Unit Prep-Comprehensive Maintenance Repair Services as outlined in this Invitation to Bidders.

#### **VI. PROPOSAL CONDITIONS/INSTRUCTIONS TO BIDDERS**

1. Contact Information. This Invitation to Bidders is being issued, as will any addenda by the RRHC. The contact person for the RRHC is:

Jessica Williams, Contracting Officer  
180 Visger Road  
River Rouge, MI 48218  
(313) 382-1414 –phone  
(313) 382-0228 - fax

2. This Invitation to Bidders sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request could result in rejection of the proposal.
3. Bid documents are available for examination at the office of the RRHC.
4. This Invitation to Bidders does not constitute an offer. Acceptance of proposals for review does not commit the RRHC to award a contract.
5. Bid Submission and Format. By this Invitation to Bidders, the RRHC solicits proposals to be received by **3:00 p.m. (EST) on June 11, 2026** in the form outlined below.
6. Vendor must submit **one (1) signed original and four (4) copies** of proposal by sealed bid.
7. The envelope must be **sealed** and include the following notation on the bottom left hand corner of the proposal, “**Bid for Unit Prep-Comprehensive Maintenance Repair Services – River Rouge Housing Commission Enclosed.**” Please also include company/individual name on outside of envelope.
8. Any general information not specifically relevant to the proposal shall be omitted or bound in a separate document.
9. Alternate proposals must be placed on a separate document.
10. Costs incurred by any bidder in the preparation of his/her/its response to the Invitation to Bidders are the responsibility of the bidder and will not be reimbursed by the RRHC. Bidders shall not include any such expenses as part of their proposals.
11. All proposals and documents prepared in connection with the Invitation to Bidders will become property of the RRHC upon submission whether any contract is awarded or not.
12. Telegraphic/Electronic Proposal Submittal. Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines, E-mail, etc.) are **not** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by the Postal Service.
13. Proposal Changes. **No late proposals will be accepted.** Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.
14. Bidder/Offer Representation. Each bidder must sign the proposal with his/her usual signature and shall give his/her full business address, telephone number, fax

number, and e-mail address on the form provided in this proposal. Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto. Each bidder must also provide the name, title, address, and telephone number of a contact person(s) during the period of the evaluation process.

15. The bidder should enclose with his or her proposal, an insurance certificate indicating the insurance coverage stated under "RRHC's Insurance Requirements" section of this proposal.

16. For bids to be acceptable, all bids must include the following:

- a. Non-Collusive Affidavit Prime Offeror – completed by Bidder.
  - b. Representations, Certifications and Other Statements of Bidders (HUD Form 5369-A) – completed by Bidder.
  - c. Contractor's Qualification Statement (AIA Document A305) – completed by Bidder.
  - d. Valid State of Michigan Builder's License etc. (copy)
  - e. Certification of Non-Segregated Facilities – completed by Bidder.
- Failure to submit mandatory forms could result in rejection of the proposal.

17. If there are any questions concerning the specifications contained in this Invitation to Bidders or regarding proposal procedures, you must submit them in writing to the Executive Director. To avoid all appearances of impropriety a bidder should only contact the above referenced individual and should not attempt to contact any RRHC Commissioner or any other RRHC employee. No telephone, facsimile, or e-mail questions, requests for clarification or information will be accepted. Failure to comply with this request will result in disqualification.

If your organization/firm would like to receive a copy of all questions submitted to the RRHC from any firm contemplating submission of a proposal, along with the RRHC's responses to those questions, you must pre-register to receive that information. To pre-register, mail a letter which includes the name, address, telephone number, and e-mail of your company's designated contact person is the Executive Director, River Rouge Housing Commission, 180 Visger Road, River Rouge, MI, 48218.

The RRHC will not be responsible for providing questions and answers from potential vendors to any firm that has not pre-registered in the manner described above.

All questions and clarifications shall be answered in one written addendum, to be issued to all bidders who have been duly recorded as having received a copy in the RRHC's Invitation to Bidders distribution log.

18. The RRHC and its Board of Commissioners reserve the right to cancel this Invitation to Bidders, or to reject, in whole or in part, any and all submissions received in response to this Invitation to Bidders, upon its determination that such cancellation or rejection is in the best interest of the RRHC. The RRHC further reserves the right to waive any irregularities at its own discretion.

19. The decision of the RRHC shall be final as to what constitutes acceptable deviations from specifications.

20. Subcontracting/Assignment. No portion of this proposal may be subcontracted or assigned without the prior written approval by the RRHC.

21. The RRHC operates on an equal opportunity/affirmative action basis in its bidding policy. Bidding is open to all interested parties, in compliance with national, state and local laws.

22. Exceptions. The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.

23. Vendor/Bidder Complaints or Protests. Any protest against the award of a contract pursuant to this solicitation shall be served on the RRHC by obtaining written and dated acknowledgement of receipt from the RRHC at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) days after the award of the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of the RRHC with regard to such protest or to proceed to award notwithstanding such protest shall be final and binding upon all parties.

24. Errors/Omissions/Discrepancies. Any errors, omissions or discrepancies in the specifications discovered by a bidder shall be brought to the attention of the RRHC as soon after discovery as possible. Further, a bidder will not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

25. Proposals will **not** be opened and read publicly at the River Rouge Housing Commission, 180 Visger Road, River Rouge, MI 48218, at **3:00 p.m., on June 11, 2026.**
26. No award will be made at the time of the opening.
27. Subsequent to the opening of Bids, no bids shall be withdrawn for a period of thirty (30) days without the written consent of the RRHC.
28. The proposals will be evaluated based on the criteria established in this document.
29. Final approval of any Unit Prep-Comprehensive Maintenance Repairs, contractor must come from the Board of Commissioners. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this Invitation to Bidders shall be at the absolute discretion of RRHC.
30. RRHC reserves the right to request an oral interview with, and to obtain clarification of any point in a bidder's proposal or to obtain additional information necessary to properly evaluate a particular proposal. RRHC further reserves the right to consider information about a bidder in addition to the information submitted in the response or interview. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of the bidder's proposal.
31. If a bidder is asked to be available for interview, the bidder will be given not less than three (3) business days' notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the bidder/interviewee.
31. The RRHC also reserves the right to select more than one bidder (and will accept joint venture proposals), to select a bidder(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any bidder(s) to a time of the RRHC's choosing.
32. Proposal Evaluation and Award. The evaluation and award of this proposal shall be based on a combination of factors, including, but not limited to the following: experience and credentials, costs (price), references, meeting specifications, satisfactory record of integrity and business ethics, satisfactory record of compliance with public policy, etc.
33. If requested, bidders/offers shall be required to submit satisfactory evidence that they have a particular knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.
34. The RRHC will reject the qualifications of any bidder who is suspended and/or debarred by HUD from providing services to public housing authorities and

- reserves the right to reject the proposal of any bidder who has previously failed to perform any contract for the RRHC or who is in arrears to the RRHC.
35. The RRHC reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request.
36. References. Must be completed and submitted with proposal. (See Reference Page)
37. The RRHC operates under a public information law, which permits access to most records and documents.
38. Freedom of Information Act. Proposals will be available for public inspection after the award announcement, except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A bidder's designation of material as confidential will not necessarily be conclusive and the bidder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.
39. Neither a proposal in its entirety, nor a cost proposal will be considered confidential/proprietary. Any proposal marked as such will be deemed non-responsive and eliminated from further consideration
- If the bidder fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.
39. Termination for Convenience. The RRHC may terminate a contract, in whole or in part, whenever the RRHC determines that such termination is in the best interest of the RRHC, without showing cause, upon giving at least thirty (30) days written notice to the vendor.
40. Termination by Default. When the vendor has not performed or has unsatisfactorily performed the contract, the RRHC may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the RRHC. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the RRHC in procuring and completing the work.
41. Avoidance of Conflict of Interest and Confidentiality. The contractor may provide Unit Prep-Comprehensive Maintenance Repair Services to other organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform

their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

- a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services without prior approval by the RRHC.
  - b. Contractor will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
42. Proposal conditions/instructions to bidders, specifications/requirements may become part of a contract for this service.
  43. Any bidder awarded a contract to perform work in the City of River Rouge will make every effort to employ its labor force from the project area and the surrounding community.
  44. The purpose of Section 3 of the Housing and Development Act of 1968 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons particularly persons who are recipients of HUD assistance for housing.
  45. Federal Labor Standards, including federal minimum wage requirements and all other required wage rates as set forth in any wage rate determination apply. HUD compliance requirements for the project include goals for local and minority business and employment opportunity.

## VII. PROPOSAL PURPOSE AND SCOPE/GENERAL

In the following, River Rouge Housing Commission will be referred to as "RRHC" and the Unit Prep-Comprehensive Maintenance Repair contractor as "Contractor".

### **Responsibilities:**

The Contractor shall be responsible to work under the direction of the RRHC and to the satisfaction of the RRHC Board of Commissioners. All rules, regulations, ordinances and laws of the City of River Rouge, Wayne County, and the State of Michigan, concerning unit prep-comprehensive maintenance repair services shall be strictly adhered to.

**Period of Contract:** 1 year up to (3) and 1-year renewal.

**Contract Cancellation:**

This contract may be terminated at the option of either party by written notice given at least thirty (30) days prior to termination.

## VIII. PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact:

Jessica Williams, Contracting Officer  
180 Visger Road  
River Rouge, MI 48218

### Accounts, Audit and Records:

The Contractor shall maintain books, records, documents and other evidence of all work done by Contractor under this contract. The Contractor shall make available to the RRHC all books, records, documents and other evidence of all work done by Contractor under this contract immediately upon request, during the period of this "contract."

### Scope of Unit Prep-Comprehensive Maintenance Repair Services:

The following are to be considered minimum requirements:

1. The unit prep-comprehensive maintenance repair services to be performed by Contractor will in general consist of providing comprehensive maintenance / repair services to the RRHC's 300 public housing dwelling units, Hyacinth Court II Community Center and the RRHC's main office.
2. The Contractor shall provide all labor, supervision, materials, tools, products, parts, and equipment necessary to accomplish the unit prep-comprehensive maintenance repair services as directed by the RRHC. In the course of providing said unit prep-comprehensive maintenance repair services, the Contractor must provide the RRHC with an opinion as to whether any maintenance / repairs were necessitated due to tenant abuse, normal wear and tear or accidental damage. The Contractor must also provide the RRHC with a written description of the problem and what was needed to make the necessary repairs.
3. It is the policy of the RRHC that any maintenance request that may cause unsafe sanitary conditions, severe property damage, or pose a threat to human safety is considered an emergency and must be addressed by the Contractor within twenty-four (24) hours. The Executive Director has the authority to determine what constitutes an emergency. All other maintenance requests must be addressed by the Contractor within seventy-two (72) hours.
4. Contractor shall pay one-quarter (1/4) of the RRHC's cost of maintaining after business hours telephone answering service to field calls concerning maintenance or repair issues.

5. Contractor shall maintain all licenses required by federal, state and local laws to carry out said comprehensive maintenance / repair services.
6. Contractor warrants compliance with all HUD regulations and all federal, state, and local laws, statutes, ordinances, building codes, rules, and the orders and decrees of any courts and administrative bodies or offices which may be applicable to performance of services under these specifications. Fees and/or costs associated with such compliance are the responsibility of the contractor and not payable by the RRHC.
7. The Contractor must treat all information it obtains by performance under the contract as private/confidential information as provided under state and federal law.
8. The Contractor agrees to perform all unit prep-comprehensive maintenance repair services according to the directives of the RRHC. The Contractor further agrees that should any question of policy or law be encountered, it will contact the RRHC immediately for guidance.
9. The Contractor shall employ experienced, neat and courteous help.
10. The Contractor shall conduct its unit prep-comprehensive maintenance repair services with the utmost professionalism and at no time use any threats, intimidation or harassment or violate any other applicable governmental law, regulation or guideline.
11. Contractor shall, where possible, leave the RRHC work premises in a sanitary and operable condition at the conclusion of each day's work.
12. Contractor shall have proof of ownership or legal control of proper equipment to perform to the satisfaction of the RRHC.
13. All disputes or complaints concerning the unit prep-comprehensive maintenance repair services shall be reported to the Executive Director, or designated agent. The Executive Director or his/her agent shall make a thorough investigation and decision, which will be binding on all parties.
14. The Contractor shall state in writing, their entire fee proposal prior to the signing of this agreement. No change in the fee proposal will be acceptable without prior written authorization of the RRHC. The total price for the goods provided by the Contractor and/or for the services provided shall be the bid price as awarded.
15. The Contractor will bill the RRHC monthly for its unit prep-comprehensive maintenance repair services. The RRHC will pay Contractor for all authorized work performed at the prices contained in the Contractor's bid documents within thirty (30) days of receipt of the invoices. The RRHC shall be obligated to pay only

those invoices for which the Contractor has submitted justifiable verification of the charges in a form acceptable to the RRHC.

16. The Contractor will return all damaged parts to the RRHC.
17. The Contractor shall consult with the Building Department of the City of River Rouge prior to the commencement of major repair or renovation work.
18. Time and coordination is the essence of any comprehensive maintenance repair services contract. If the Contractor does not proceed with the unit pre-comprehensive maintenance repair services with such diligence as will ensure their completion within the specified time periods (including approved extensions) the RRHC may terminate any contract and take over and complete the unit pre-comprehensive maintenance repair services.
19. The Agreement may be terminated at the option of either party by written notice given at least thirty (30) days prior to termination.
20. In the event that Contractor or Contractor's employees and/or agent, by act or omission, cause damage to any RRHC facility or property or any RRHC resident's property, the RRHC, having notified Contractor in writing, shall have the right to charge Contractor for the reasonable cost of repairs or restoration, at the RRHC's option.
21. The RRHC has the authority to halt any work in process, if in its opinion, problems exist that must be corrected.
22. The Contractor agrees to comply with, abide by, and be bound to the terms and conditions of its contract with the RRHC.
23. The resulting contract will be entered into within the State of Michigan and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that are applicable to public contracts within the County of Wayne and the State of Michigan shall be followed with respect to the contract.

## **IX. PROPOSAL SPECIAL REQUIREMENTS**

### **Indemnification:**

To the full extent permitted by law, the selected company shall defend, indemnify, and hold harmless the RRHC, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings,

losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the RRHC, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever in relation to, as a consequence or arising out of, or in any way attributable, in whole or in part, to the performance of this agreement.

**References:**

In order to demonstrate to the RRHC Board of Commissioners that the Contractor is responsible, the Contractor must have satisfactorily performed services of a similar nature to those required by these specifications. The names, addresses and phone numbers of each reference must be submitted with the proposal.

**Ability to Handle Work:**

The Contractor must demonstrate his/her/its ability and techniques used to perform the unit prep-comprehensive maintenance repair services work.

**X. PROPOSAL EVALUATION/ADDITIONAL INFORMATION/SUBMITTALS**

The following criteria will prevail:

1. Contractor can meet specifications outlined above.
2. Cost.
3. Experience and credentials of the firm.
4. Reference responses.

**Additional Information**

1. A Pre-Bid Conference will be Monday June 8, 2026 at 2:00pm at the Hyacinth Court II Community Center located at 460 ½ Lenoir Ct., River Rouge, MI. 48218.
2. No pleas of ignorance of conditions that might exist, or of difficulties that may be encountered in the execution of work under this contract, as a result of the bidder's failure to make prudent examinations and investigations, will be accepted as an excuse for any failure and/or omissions on the part of the Contractor to fulfill all requirements of the bid documents, and will not be accepted as a basis for a claim of extra compensation, damages, or for an extension of time for completion.
3. The contents of the proposal may become Contractor obligations.
4. The bidder may add additional statements believed to be of interest of the evaluators.

5. The bidder may be contacted for possible discussion of your proposal.

**Submittals**

Contractor must submit the following information:

1. Answers to the following:
  - a. Provide an overview of your company, emphasizing its qualifications and major organizational strengths;
  - b. Describe your firm's experience and credentials to perform the above-stated unit prep-comprehensive maintenance repair services for the RRHC;
  - c. Identify the specific individuals who would be assigned to work with the RRHC and specify which person would be the primary contact person with the RRHC;
  - d. Provide specific cost(s) for the rendering of the unit prep-comprehensive maintenance repair services and clearly specify if any additional expenses will be charged to the RRHC in connection with this proposal.
2. A minimum of three (3) references. Contractor will provide company name, contact person and telephone number.
3. Copy of certificate of insurance for the firm.
4. Completed Forms. (See pg. 5 ¶ 16).

**XI. REFERENCES**

The vendor must furnish at least three (3) references where similar services were performed from persons/organizations who can attest to the quality of prior work performed:

1. Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**XII. RRHC's PROFESSIONAL SERVICE VENDOR'S INSURANCE REQUIREMENTS**

The Contractor assumes all responsibility for damages and losses to life and property in the execution of this work and shall furnish certificates of insurance that both the Contractor and the RRHC are adequately insured against all damages within the limits of liability as stated herein. Contractor shall protect and hold harmless the RRHC against all claims resulting from the execution of the work, including such claims relating to labor, material, equipment, invention and patented articles used in the work.

A. **Proof of Insurance**

The Contractor shall furnish the RRHC with satisfactory proof of insurance (e.g. certificate of insurance, binder, copy of policy declaration page) prior to being awarded a contract.

B. **Required Coverages**

Liability policies, except for professional liability policies, shall include the RRHC as an Additional Insured.

**Workers' Compensation**

Coverage for its employees sufficient to meet State of Michigan requirements.

**Commercial General Liability**

Coverage which includes contractual liability, personal injury, broad form property damage, extended liability and, where applicable, products liability coverage, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per occurrence.

**Comprehensive Automobile Liability**

Coverage which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per occurrence.

**Professional Liability**

Includes contractual liability for each twelve-month period:

Each Wrongful Act/Omission \$1,000,000;  
Aggregate \$1,000,000.

1. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the RRHC. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the RRHC prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the RRHC. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the RRHC no less than thirty (30) days prior to the expiration of the term of any required coverage.

2. Upon the request of the RRHC, the Contractor shall deliver to the RRHC copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the RRHC for any of the insurance coverage required herein, except for Professional Liability. If the Professional Liability policy is canceled or not renewed, the substitute policy shall have a commencement date retroactive

to the date upon which the Contractor commenced performing its services under this Agreement.

3. The Contractor agrees that the RRHC shall have no responsibility to verify the Contractor's compliance with any insurance requirements contained in this Agreement or otherwise.
4. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to: River Rouge Housing Commission office, 180 Visger Road, River Rouge, MI 48218.
5. In the event of a lapse or reduction in the required insurance coverage, the contractor shall cease operations and shall not resume operations until new insurance is in force.

**PROPOSAL CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same service that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder:

Vendor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Signature: \_\_\_\_\_

Signer's Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Certified: \_\_\_\_\_

**PROPOSAL SUMMARY**

Bidder states the following constitutes Bidder's Total cost for the following services per the conditions and specifications/requirements in this proposal (Note – bid should include labor costs as well. Please also clearly specify bidder's hourly rate). All Service prices will be determined by the quantities in the Scope of Work.

**SCOPE OF WORK**

**SECTION I. DEMOLITION**

**SERVICE/LABOR**

- |     |                                  |                            |
|-----|----------------------------------|----------------------------|
| 1.  | Remove kitchen base cabinet      | Cost per Lin. Ft. \$ _____ |
|     | Replace kitchen base cabinet     | Cost per Lin. Ft. \$ _____ |
| 2.  | Remove kitchen wall hung cabinet | Cost per Lin. Ft. \$ _____ |
|     | Replace kitchen base cabinet     | Cost per Lin. Ft. \$ _____ |
| 3.  | Remove kitchen countertop        | Cost per Lin. Ft. \$ _____ |
|     | Replace kitchen countertop       | Cost per Lin. Ft. \$ _____ |
| 4.  | Remove wall covering and borders | Cost per Sq. Ft. \$ _____  |
| 5.  | Remove wood paneling             | Cost per Sq. Ft. \$ _____  |
| 6.  | Remove paint                     | Cost per Sq. Ft. \$ _____  |
| 7.  | Remove floor tile / commercial   | Cost per Sq. Ft. \$ _____  |
|     | Replace floor tile/commercial    | Cost per Sq. Ft. \$ _____  |
| 8.  | Remove sheet vinyl on floor      | Cost per Sq. Ft. \$ _____  |
| 9.  | Remove carpeting                 | Cost per Sq. Ft. \$ _____  |
| 10. | Remove carpet tack-less strips   | Cost per Sq. Ft. \$ _____  |
| 11. | Remove sub-flooring              | Cost per Sq. Ft. \$ _____  |
|     | Replace sub flooring             | Cost per Sq. Ft. \$ _____  |
| 12. | Remove all debris                | Cost per load \$ _____     |
| 13. | Remove misc. furniture           | Cost per load \$ _____     |
| 14. | Clean gutters                    | Cost per Ft. \$ _____      |
|     | Remove/replace gutters           | \$ _____                   |
| 15. | Install threshold                | Cost per \$ _____          |

**CATEGORY SUB TOTAL**

\$ \_\_\_\_\_

**SECTION II – DOORS AND WINDOWS**

**SERVICE / LABOR**

1. Repair wood exterior door jamb  
Cost per Lin. Ft. \$ \_\_\_\_\_
2. Replace metal exterior door jamb  
Cost per Lin. Ft. \$ \_\_\_\_\_
3. Replace wood interior door jamb  
Cost per Lin. Ft. \$ \_\_\_\_\_
4. Replace/install entry door peep hole  
Cost per Each \$ \_\_\_\_\_
5. Replace metal exterior door threshold  
Cost per Lin. Ft. \$ \_\_\_\_\_
6. Replace interior door wood stops  
Cost per Each \$ \_\_\_\_\_
7. Restore exterior steel door  
Cost per Each \$ \_\_\_\_\_
8. Restore screen door  
Cost per Each \$ \_\_\_\_\_
9. Replace entry steel door  
Cost per Each \$ \_\_\_\_\_
10. Replace common hallway steel door  
Cost per Each \$ \_\_\_\_\_
11. Replace interior door with hollow core  
Cost per Each \$ \_\_\_\_\_
12. Replace solid core interior door  
Cost per Each \$ \_\_\_\_\_
13. Replace interior door passage set  
Cost per Each \$ \_\_\_\_\_
14. Replace privacy type passage set  
Cost per Each \$ \_\_\_\_\_
15. Re-hang interior door  
Cost per Each \$ \_\_\_\_\_
16. Replace interior door  
Cost per Each \$ \_\_\_\_\_
17. Replace bi-fold wooden door  
Cost per Each \$ \_\_\_\_\_
18. Replace bi-fold wooden door hardware  
Cost per Each \$ \_\_\_\_\_
19. Replace broken clear insulated window glass  
Cost per united inch \$ \_\_\_\_\_
20. Replace vinyl siding window assembly  
Cost per Each \$ \_\_\_\_\_
21. Replace sliding vinyl window sash  
Cost per united inch \$ \_\_\_\_\_

- 22. Replace locking hardware vinyl window Cost per Each \$ \_\_\_\_\_
- 23. Caulk interior and exterior perimeter of prime window main frame Cost per Lin. Ft. \$ \_\_\_\_\_
- 24. Install weather stripping, entry door(around door) Cost per Lin. Ft. \$ \_\_\_\_\_
- 25. Weather stripping Labor only Cost per set \_\_\_\_\_
- 26. Install weather stripping, common hall way door (around doors) Cost per Lin. Ft. \$ \_\_\_\_\_
- 27. Install door sweep, entry door Cost per Each \$ \_\_\_\_\_
- 28. Replace basement door fresh air louvered grill Cost per Each \$ \_\_\_\_\_

**CATEGORY SUB TOTAL**

\$ \_\_\_\_\_

**SECTION III – STORMS & SCREENS**

**SERVICE / LABOR**

- 1. Repair aluminum storm door Cost per Each \$ \_\_\_\_\_
- 2. Re-hang aluminum storm door Cost per Each \$ \_\_\_\_\_
- 3. Replace storm door with commercial storm door Cost per Each \$ \_\_\_\_\_
- 4. Replace storm door closer Cost per Each \$ \_\_\_\_\_
- 5. Replace window storm insert Cost per Each \$ \_\_\_\_\_
- 6. Replace storm door push button handle and latch Cost per Each \$ \_\_\_\_\_
- 7. Replace storm door safety chain Cost per Each \$ \_\_\_\_\_

**CATEGORY SUB-TOTAL**

\$ \_\_\_\_\_

**SECTION IV – DRYWALL (Includes Plastering)**

**SERVICE / LABOR**

- 1. Repair drywall on wall Cost per Sq. Ft. \$ \_\_\_\_\_
- 2. Repair drywall on ceiling Cost per Sq. Ft. \$ \_\_\_\_\_
- 3. Remove and replace drywall on walls Cost per Sq. Ft. \$ \_\_\_\_\_

4. Remove and replace drywall on ceilings Cost per Sq. Ft. \$ \_\_\_\_\_

**CATEGORY SUB TOTAL** \$ \_\_\_\_\_

**SECTION V – TILE/CERAMIC SERVICE / LABOR**

1. Repair or replace ceramic tile Cost per Sq. Ft. \$ \_\_\_\_\_  
Replace ceramic floor tile Cost per Sq. Ft. \$ \_\_\_\_\_

2. Replace ceramic soap dish Cost per Each \$ \_\_\_\_\_

**CATEGORY SUB TOTAL** \$ \_\_\_\_\_

**SECTION VI – FLOORS SERVICE / LABOR**

1. Replace a section of tile Cost per Each \$ \_\_\_\_\_

2. Replace stair tread Cost per Each \$ \_\_\_\_\_

3. Repair or replace 12 x 12 commercial tile Cost per Sq. Ft. \$ \_\_\_\_\_

4. Replace flooring underlayment Cost per Sq. Ft. \$ \_\_\_\_\_

5. Replace sub-flooring with ¾ plywood Cost per Sq. Ft. \$ \_\_\_\_\_

6. Sand and re-finish wood floor Cost per Sq. Ft. \$ \_\_\_\_\_

7. Replace marble threshold (bathroom) Cost per Each \$ \_\_\_\_\_  
Replace kitchen threshold Cost per Each \$ \_\_\_\_\_

8. Install or replace cove base Cost per Lin. Ft. \$ \_\_\_\_\_

9. Replace baseboard ¼ round stock Cost per Lin. Ft. \$ \_\_\_\_\_

10. Clean and wax floor (tile) Cost per Sq. Ft. \$ \_\_\_\_\_

**CATEGORY SUB TOTAL** \$ \_\_\_\_\_

**SECTION VII – CARPENTRY SERVICE / LABOR**

1. Rebuild wooden stairway Cost per Lin. Ft. \$ \_\_\_\_\_

2. Replace wood sub-flooring Cost per Sq. Ft. \$ \_\_\_\_\_

3. Replace interior wood trim  
Cost per Lin. Ft. \$ \_\_\_\_\_
4. Caulk door opening  
Cost per opening \$ \_\_\_\_\_
5. Caulk window opening  
Cost per opening \$ \_\_\_\_\_
6. Replace closet shelf  
Cost per Lin. Ft. \$ \_\_\_\_\_
7. Replace kitchen cabinet hinges  
Cost per Each \$ \_\_\_\_\_
8. Replace kitchen cabinet door  
Cost per Each \$ \_\_\_\_\_
9. Replace kitchen cabinet drawer  
Cost per Each \$ \_\_\_\_\_
10. Replace kitchen cabinet stile  
Cost per Each \$ \_\_\_\_\_
11. Replace kitchen cabinet ends  
Cost per Each \$ \_\_\_\_\_
12. Replace kitchen cabinet bottom deck  
Cost per Each \$ \_\_\_\_\_
13. Replace kitchen cabinet shelf  
Cost per Each \$ \_\_\_\_\_
14. Replace kitchen cabinet shelf brace  
Cost per Each \$ \_\_\_\_\_
15. Replace kitchen base cabinet  
Cost per Lin. Ft. \$ \_\_\_\_\_
16. Replace kitchen wall hung cabinet  
Cost per Lin. Ft. \$ \_\_\_\_\_
17. Repair kitchen countertop  
Cost per Sq. Ft. \$ \_\_\_\_\_
18. Install kitchen stainless backsplash  
Cost per Lin. Ft. \$ \_\_\_\_\_
19. Re-ement kitchen countertop covering  
Cost per Sq. Ft. \$ \_\_\_\_\_
20. Replace kitchen countertop (includes cutting opening for sink)  
Cost per Lin. Ft. \$ \_\_\_\_\_
21. Re-anchor stairway handrail with backer board ½ x 4  
Cost per Each \$ \_\_\_\_\_
22. Replace stairway handrail  
Cost per Lin. Ft. \$ \_\_\_\_\_
23. Replace window shade bracket  
Cost per Each \$ \_\_\_\_\_
24. Replace window shade/Blind 37 inch 46 inch  
Cost per Each \$ \_\_\_\_\_  
Cost per Each \$ \_\_\_\_\_

	73 inch	Cost per Each \$ _____
	84 inch	Cost per Each \$ _____
	91 inch	Cost per Each \$ _____
25.	Replace wooden window sill	Cost per Lin. Ft. \$ _____
26.	Replace formica backsplash on wall at kitchen cabinets	Cost per Lin. Ft. \$ _____
27.	Replace bath accessory /soap dish	Cost per Each \$ _____
28.	Replace toothbrush holder	Cost per Each \$ _____
29.	Replace medicine cabinet	Cost per Each \$ _____
30.	Replace medicine cabinet mirror	Cost per Each \$ _____
31.	Replace molding	Cost per Lin. Ft. \$ _____
32.	Install living room blinds (vertical)	Cost per Set \$ _____
33.	Install vinyl base molding	Cost per Lin. Ft. \$ _____
34.	Install 4" wood molding	Cost per Lin. Ft. \$ _____
35.	Install ¼ Round	Cost per Lin. Ft. \$ _____
36.	Shower Rod	Cost per Each \$ _____

**CATEGORY SUB TOTAL**

\$ \_\_\_\_\_

**SECTION VIII – PAINTING PER UNIT SIZE**

**SERVICE / LABOR**

1.	Remove peeling	Cost per Sq. Ft. \$ _____
2.	Apply stain kiltz	Cost per Sq. Ft. \$ _____
3.	Paint (1) bedroom dwelling unit	Cost per unit \$ _____
4.	Paint (2) bedroom dwelling unit	Cost per unit \$ _____
5.	Paint (3) bedroom dwelling unit	Cost per unit \$ _____
6.	Paint (4) bedroom dwelling unit	Cost per unit \$ _____

7. Paint (5) bedroom dwelling unit Cost per unit \$ \_\_\_\_\_

CATEGORY SUB TOTAL \$ \_\_\_\_\_

**SECTION IX – CLEAN UP**

**SERVICE / LABOR**

- 1. Perform clean-up in 1, 2, 3, 4, & 5 bedrooms  
\$ \_\_\_\_\_ 1 bedroom  
\$ \_\_\_\_\_ 2 bedrooms  
\$ \_\_\_\_\_ 3 bedrooms  
\$ \_\_\_\_\_ 4 bedrooms  
\$ \_\_\_\_\_ 5 bedrooms
- 2. Clean range Cost per range \$ \_\_\_\_\_
- 3. Clean range exhaust hood Cost per hood \$ \_\_\_\_\_
- 4. Clean refrigerator Cost per refrigerator \$ \_\_\_\_\_

CATEGORY SUB TOTAL \$ \_\_\_\_\_

**SECTION X – ELECTRICAL**

**SERVICE / LABOR**

- 1. Replace 13w fluorescent bulb/exterior light Cost per Each \$ \_\_\_\_\_
- 2. Replace carbon monoxide detector 110v with 9v battery back-up Cost per Each \$ \_\_\_\_\_
- 3. Secure convenience receptacle Cost per Each \$ \_\_\_\_\_
- 4. Replace convenience receptacle Cost per Each \$ \_\_\_\_\_
- 5. Secure single pole switch Cost per Each \$ \_\_\_\_\_
- 6. Secure double pole switch Cost per Each \$ \_\_\_\_\_
- 7. Install / replace single pole switch Cost per Each \$ \_\_\_\_\_
- 8. Secure two-way switch Cost per Each \$ \_\_\_\_\_
- 9. Replace exterior entrance light fixture Cost per Each \$ \_\_\_\_\_
- 10. Replace ceiling mounted light fixture (bedroom) Cost per Each \$ \_\_\_\_\_

- 11. Replace ceiling mounted light fixture (hallway) Cost per Each \$ \_\_\_\_\_
- 12. Replace ceiling mounted light fixture (dining room) Cost per Each \$ \_\_\_\_\_
- 13. Replace pull chain light fixture Cost per Each \$ \_\_\_\_\_
- 14. Replace exhaust fan tub/shower area Cost per Each \$ \_\_\_\_\_
- 15. Replace wall mounted light fixture (bathroom) Cost per Each \$ \_\_\_\_\_
- 16. Replace convenience receptacle cover plate Cost per Each \$ \_\_\_\_\_
- 17. Receptacle switch cover plate Cost per Each \$ \_\_\_\_\_
- 18. Replace GFI plug Cost per Each \$ \_\_\_\_\_
- 19. Install light fixture globe Cost per Each \$ \_\_\_\_\_
- 20. Install hardware Smoke Detector Cost per Each \$ \_\_\_\_\_  
 Install non-hardware smoke Detector Cost per Each \$ \_\_\_\_\_  
 Install Carbon Monoxide detector (Hardware) Cost per Each \$ \_\_\_\_\_
- 21. Trip charge Cost per Each \$ \_\_\_\_\_

**CATEGORY SUB TOTAL** \$ \_\_\_\_\_

Please list any other bid prices for any common heating and cooling services not listed that you can perform

Signature \_\_\_\_\_

Date \_\_\_\_\_

## RIVER ROUGE HOUSING COMMISSION

### VENDOR/CONTRACTOR INFORMATION SHEET

**Instructions -**

1. Please completely fill out form.
2. In "Area of Expertise", please check all that applies.
3. Return form to RRHC's Management Office. Form can be mailed, e-mailed, hand-delivered or faxed.

a. Contact Information

River Rouge Housing Commission  
 180 Visger Rd  
 River Rouge, MI 48218  
 (313) 382-1414 Office  
 (313) 382-0228 Fax  
 Email: [rrhc@riverrougehousing.com](mailto:rrhc@riverrougehousing.com)

Name of Company			
Contact Person			
Mailing Address			
City	Zip Code		
Office#	Fax#		
Cell#	Email Address		
Website			

Are you Section 3 compliant?  Yes  No

Are you registered with HUD as being Section 3 compliant?  Yes  No

- Minority Owned Business (MBE)                       Woman-Owned Business Enterprise  
 Small Business     Other: \_\_\_\_\_

**AREA OF EXPERTISE (Check all that apply)**

- Landscaping                       Snow Removal                       Janitorial                       Appliances  
 Extermination (specify which pest: \_\_\_\_\_)  
 Electrician                       Plumbing                       Painting                       Welding  
 Heating & Cooling                       Carpentry                       Other Skill Trade: \_\_\_\_\_  
 Administrative (specify: \_\_\_\_\_)  
 Supplier (specify products: \_\_\_\_\_)  
 Other: \_\_\_\_\_  
 Enclosure - you may include any additional information regarding your services or products relevant to information provided.

\*\*\* The purpose of this application is to provide RRHC a list of prospective bidders and does not guarantee awarding of any contract. Company is responsible for updating company's information with RRHC.

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**FEDERAL DEPARTMENT CERTIFICATION FORM**

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

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON  
THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative

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Signature

Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Print or type  
See Specific Instructions on page 2.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	-	-	-	-	-	-	-	-	-
Employer identification number	-	-	-	-	-	-	-	-	-

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here    Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note, if a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**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**



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

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)

# General Contract Conditions for Small Construction/Development Contracts

U. S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

## See Page 7 for Burden Statement \_\_\_\_\_

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

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

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

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and

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

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

### 5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

### 6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

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

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,

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

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transporta-tion and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

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

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

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

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

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

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been

met:

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 5; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

(j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such

trade;

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S.

Department of Labor (DOL) or a DOL-recognized State

Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.**

### AFFIDAVIT OF NON-COLLUSION

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of company/bidder) and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers.

I state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other proposer or potential proposer.
- (2) Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other company or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive proposal.
- (5) \_\_\_\_\_ (name of company/bidder), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I hereby affirm that the facts and information contained above are true and correct. I further affirm that \_\_\_\_\_ (name of company/bidder) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Detroit in awarding the contract(s) for which this Proposal is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Detroit of the true facts relating to the submission of Proposals for this contract.

[Signature on following page]

\_\_\_\_\_  
(Company/Bidder Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

County of: \_\_\_\_\_

State of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

### CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. 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. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he 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, and that he will retain such certifications in his files.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title of Signer \_\_\_\_\_  
(Print or Type)

Firm Name \_\_\_\_\_

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

**HUD-52158  
Maintenance Wage Rate Determination**

**U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

**Agency Name:**

River Rouge Housing Commission  
180 Visger Road  
River Rouge, MI 48218

**DBLS Agency ID No:**

M1008

**Wage Decision Type:**

Routine Maintenance  
 Nonroutine Maintenance

**Effective Date:**

July 1, 2024

**Expiration Date:**

June 30, 2026

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

**Miguel Garcia**

Digitally signed by Miguel Garcia  
Date: 2024.06.28 14:53:01 -05'00'

6/28/2024

**DBLS Staff Signature**

Miguel Garcia, Labor Standards Specialist

**Date**

**Name and Title**

	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Carpenter	\$22.58	
Custodian/Janitor	\$18.21	
Electrician	\$22.58	
General Laborer	\$18.47	
Heating & Cooling Mechanic	\$27.00	
Landscaper	\$15.02	
Lawn Tech	\$15.02	
Locksmith	\$18.47	
Painter	\$21.00	