Housing Authority of Jackson County Illinois
300 North 7th Street
Murphysboro, IL 62966

Invitation For Bids
Plumbing Repair & Services

The Housing Authority of Jackson County Illinois ("JCHA") seeks proposals from qualified, licensed, independent firms, interested in providing Plumbing Repair and Services in accordance with the requirements of the U.S. Department of Housing and Urban Development ("HUD"). To obtain a copy of the Invitation for Bid (IFB) documents, visit JCHA's website at www.jacksoncountyhousingauthority.org and click on the Proposal link or visit DemandStar, https://www.demandstar.com/app/registration directly.

Submission of Proposals must be received no later than 10:00 a.m. CST on May 24, 2023.

An Equal Opportunity Employer

IFB PLUMBING REPAIR & SERVICES

INTRODUCTION AND BACKGROUND

The Low Rent Public Housing Program was created in 1937 to own and operate housing that was built by the United States Federal Government under President Franklin Roosevelt's Public Works Administration. Jackson County Housing Authority (JCHA) was created in August of 1946 to obtain grant money so that housing conditions within Jackson County, Illinois, could be improved. Public housing did not become a reality in the County until 1960, when the first public housing was constructed after a tornado devastated much of the southern part of Murphysboro, Illinois, and left many people homeless. Since then, JCHA expanded its mission to now provide safe decent and sanitary housing to low-income families, elderly families, disabled families, and low-income individuals in six towns throughout the County.

The programs administered by JCHA consists of 761 Public Housing Units, 633 Housing Choice Vouchers, 23 Mainstream Vouchers, 17 Emergency Housing Vouchers, and 12 Multi-Family Housing units. Planned projects in 2022-2023 include 59 public housing units converting to RAD (No Tax Credits), and an IFB for 100 Project Based Vouchers.

The Housing Authority of Jackson County Illinois, doing business as and commonly referred to as the Jackson County Housing Authority ("JCHA") is requesting proposals from qualified, licensed, firms ("Proposer"), that can demonstrate a track record in successfully performing plumbing repair and services services in accordance with the rules, laws and regulations included in this Invitation for Bids.

Proposals are due to JCHA no later than December 21, 2022, at 10:00 AM Central Standard Time. The term of the Agreement shall be for one (1) year with an option to extend up to an additional four (4) one year terms.

IFB INFORMATION AT A GLANCE

CHA Contact Person:	Brigitta Mac-Rizzo, Executive Director bmac-rizzo@jcha-il.org
Obtain IFB Documents on the Web:	https://www.demandstar.com/app/registration
Questions Deadline:	May 17, 2023, 5:00 p.m. CST
Proposal Submittal Return Deadline:	May 24, 2023, 10:00 a.m. CST
Anticipated Approval:	June 1, 2023

JCHA'S RESERVATION OF RIGHTS

1. JCHA reserves the right to reject any part of the Proposal or all the Proposals, to waive any informalities in the IFB process, or to terminate the IFB process at any time if deemed by JCHA to be in its best interest.
2. JCHA reserves the right not to award a contract pursuant to this IFB.
3. JCHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon ten (10) days written notice to the Successful Proposer.
4. JCHA reserves the right to determine the work schedule and locations that the Successful Proposer shall provide the services described in the IFB.
5. JCHA reserves the right to retain all Proposals submitted and not permit withdrawal for sixty (60) days after the deadline for receiving Proposals without the written consent of JCHA.
6. JCHA reserves the right to negotiate the fees proposed by the Successful Proposer entity as described in this IFB.
7. JCHA reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB including, but not limited to, incomplete Proposals, Alternative Proposals, or non-requested services.
8. JCHA shall have no obligation to compensate any proposer for any costs incurred in responding to this IFB.

9. JCHA shall reserve the right to, at any time during the IFB or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the required details herein.

1.0 INVITATION FOR BIDS

The Housing Authority of Jackson County Illinois, commonly referred to and doing business as the Jackson County Housing Authority (the "Authority") hereby solicits and requests proposals from qualified contractors to provide Plumbing repair and services. This Invitation for Bids is not an offer to buy and should not be assumed as such.

2.0 SCOPE OF WORK (SOW); TECHNICAL SPECIFICATIONS (T/S)

The Jackson County Housing Authority (JCHA) is seeking proposals from qualified, experienced, licensed, and insured entities for Plumbing Repair and Services. The types of services are intended as examples and are not necessarily inclusive of all of the types of services the Contractor may be required to perform during the life of the Contract.

Work will be on an as needed basis as required in the maintenance and renovation of JCHA units/properties. Work may be in either occupied or vacant units/buildings. All work is to be performed in accordance with manufacturers specifications, industry standards, and best work practices. All work is to be performed by skilled and qualified workmen in best practices of the trade and in compliance with Building Regulations, Statutes and Ordinances by Authorities having jurisdiction. Hours of work are primarily Monday through Friday, 7:30 a.m. to 5:00 p.m. excluding all holidays recognized by the JCHA. All work is subject to review and approval prior to payment. Any and all work will be initiated through the JCHA workorder system and assigned to the contractor via a task order.

If unable to perform any of the listed services, the Offeror is expected to identify such services in its Proposal.

- Perform planned and unplanned services and repairs to the JCHA's plumbing systems
- Cleaning of drains and sewer lines
- Servicing pumps and piping;
- Unstopping/snaking of unit drain systems;
- Repairs to piping and couplings;
- Servicing, repairs and/or replacement of and residential fixtures;
- Installation of drains;
- Demolition and removal of existing systems;
- Secure all permits and arrange for plumbing inspection as required,
- Hydro jetting;
- Only use parts and materials that are first grade products from a reputable manufacturer.
- Camera line inspections;
- Water valves install;
- Backflow testing, repair, and installation; and
- General plumbing work.
- Boiler maintenance and repairs

The contract for the qualified company selected to complete plumbing systems at JCHA properties shall include, except as otherwise specified, all supervision, labor, equipment, materials, temporary facilities, transportation and other direct costs; indirect costs, including fees, taxes, permit costs and any other costs and expenses incidental to the performance of the Work.

JCHA will notify the contractor when repairs to components are required and, upon JCHA's approval, through written task order, will proceed with necessary repairs. The Contractor shall provide JCHA with a fixed hourly rate for on call plumbing repairs performed during normal business hours (Monday - Friday 7:30 a.m. to 5:00 p.m.), after normal business hours (Monday – Friday 5:00 p.m. to 7:30 a.m.), and Saturdays, Sundays, and Holidays. The work performed pursuant to these specifications shall be performed in accordance with all applicable Federal, State, and local codes, regulations, and standards.

Maximum allowable response time is 2 hours from the time the call is placed for service. JCHA understands there may be concessions due to parts availability, etc., and those incidents will be handled individually. JCHA reserves the right to utilize another source, without affecting contract provision, should Contractor not perform within this time period.

3.0 PROPOSAL RESPONSE REQUIREMENTS

A. Experience

Submit a detailed narrative description documenting Proposer's overall background and experience to include, but not limited to the following:

1. Details of proposer's company to include years in business and any experience in plumbing maintain and repair services.
2. Number of employees.
3. Details of any municipality or other government contracts.
4. Describe or provide examples of a minimum of three previous plumbing service projects that demonstrate Proposer's experience in the plumbing and repair services required in this RFP.
5. Awards, certifications, or other plumbing-related recognition.
6. Detail of Proposer's specific experience including but not limited to background in, knowledge of, and experience in routine plumbing maintenance, commercial plumbing systems and normal and emergency plumbing repairs.
7. Detailed information and narrative descriptions documenting experience of the key personnel identified by Proposer.
8. Client references for whom they have provided plumbing repair and maintenance services in the past five years.

4.0 CAPACITY AND APPROACH

Provide a detailed narrative description of the proposed approach and methodology for engaging with JCHA representatives while in the course of performing the duties, including but not limited to:

a. The overall approach to delivering the scope of services and any strategies Proposer proposes to implement
b. Current number of clients that the Proposer is under contract with to provide plumbing services.
c. Narrative that demonstrates working knowledge and understanding of the requirements of the scope of services.
d. Details on the staffing available to respond to calls for service by JCHA to include the number of employees by each classification/discipline.
e. Details of Proposer's dispatch process for service calls during business hours.
f. Details of Proposer's dispatch process for service calls after business hours.
g. Provide the number of hours/days prior notification Proposer requires for service calls during normal business hours.
h. Details of any subcontractors proposed and the work to be performed by each.
i. Describe the process that will be utilized to supervise, oversee, and ensure quality work is performed.
j. Provide a detailed list of the major plumbing vehicles and equipment owned by the proposer to include manufacturer, model, year and quantity of each.
k. Proposer will thoroughly explain its accessibility in the areas of availability for general communications, coordination, and supervision.
l. Proposer will thoroughly explain the plan on ensuring accessibility and availability during the term of the agreement.

FEE PROPOSAL

Proposers must use the pricing page (Appendix A) to submit the fee proposal for the items shown below. Prices submitted must be all inclusive to provide plumbing maintenance and repair services in accordance with the requirements identified in the Scope of Services in this IFB. Business hours will mean 7:30am-5:00pm, Monday through Friday excluding JCHA holidays.

Fees:

- Hourly rate for a licensed journeyman during business hours.
- Hourly rate for a licensed journeyman outside of normal business hours.
- Hourly rate for a licensed apprentice during business hours.
- Hourly rate for a licensed apprentice outside of normal business hours.
- Hourly rate for a licensed master plumber during business hours.
- Hourly rate for a licensed master plumber outside of normal business hours.
- Hourly rate for a laborer during business hours.
- Hourly rate for a laborer outside of normal business hours.
- Percentage of markup for plumbing parts and materials.

5.0 INVOICES

All invoices must have a valid Task Order or Purchase Order Number. Contractor shall not perform any services without a Task Order or a Purchase Order Number. If Contractor performs services without a Task Order or Purchase Order Number, the Authority shall not be required to pay Contractor for those services or materials.

All invoices must be submitted within thirty (30) business days for services performed. Invoices must include the date property was serviced in the description of the service. Invoices shall not be backdated. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.

The Authority will *not* pay invoices until services are fully completed as scheduled. Invoices shall be sent to the Authority's Finance Department, through its email address at billing@jcha-il.org. Contractors must submit a separate invoice for each task order.

Contractor hiring residents of the Authority as employees or as subcontractors shall report all amounts paid to the Authority.

It shall be clearly understood that all services requested in this IFB are on an "as needed basis" and that the values referred to in response to this IFB in no way constitute a guarantee of the level of effort that may be requested of the successful bidder or guarantee a certain value.

6.0 DEADLINE

All responses to this IFB must be submitted by **10:00 A.M.** (central time) on **May 24, 2023**. Responses must be submitted through the Authority's DemandStar portal at https://www.demandstar.com/app/registration.

7.0 PROPOSAL FORMAT

All quotations should consist of, at a minimum:

A. **IFB Cover Letter** - Complete **Enclosure Document A**.

B. **Commitment Statement Letter –** The Commitment Statement letter should be on the company's letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in its submittal. The letter should also include a statement of understanding for the work to be done. It shall state that the company will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. It should also state that the bid

package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the company has not engaged in any unethical practices within the past five (5) years.

C. **Fee Schedule** – including an hourly rate, material markup price, and any other fees and conditions or documents associated with plumbing work. A proposed arrival on-site response time for non-emergency, urgent, and emergency plumbing needs that the JCHA defines emergency as "high health risk or danger or injury or loss of life" and urgent as "risk of property damage or long-term health risk."

D. **Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.

E. **Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.

F. **Contract Document Checklist Form** – Complete **Enclosure Document D and submit your current Business License**. For this section, Respondent must provide evidence that the company is licensed to provide Hazardous Waste Services in the State of Illinois. The Business License must be relevant to the Scope of Work for this solicitation.

G. **Respondent's Qualification Statement Form** – Complete **Enclosure Document E**. For the reference section of the form, you must provide three (3) references for the most recent, relevant work comparable to the scope of work requested in this IFB whom would be willing to discuss your company's competency and performance. If you currently have more than three (3) references, a client listing with contact information should be provided as well.

H. **Bid Sheet** – Complete **Enclosure Document F**. All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.

Each Respondent must adhere to the requirements of this section relative to the bid package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents should ensure that their bid package closely follows the sequence and organizational outline described in this section.

8.0 CONFLICT OF INTEREST

A Respondent submitting a bid hereby certifies that no officer, agent or employee of JCHA has a pecuniary interest in this bid or has participated in contract negotiations on behalf of the JCHA; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same request for proposals; the bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

9.0 MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with local certified M/WBE companies to achieve the prescribed goals and to give M/WBE companies the opportunity to participate. Respondents must document good faith efforts to provide meaningful participation by M/WBE companies

10.0 CONTRACT

The Authority will not execute a contract on the successful proposer's form of contract. See *Attachments* for Small Purchase General Terms and Conditions, HUD 5370-C-II and the accompanying Wage Determination. By submitting a response, the successful proposer agrees to the terms in this IFB and the attachments. A Notice of Contract Commencement will be sent to the successful contractor. Alternatively, the Authority may utilize a different form of contract; by submitting a response the successful proposer agrees to execute the Authority's form of Contract.

All contract documents, including any contractor supplied agreements shall be reviewed by the Contracting Officer prior to execution. The term shall end May 31, 2024, unless the Board of Commissioners chooses to exercise an option to renew for an additional year with the total contract term not exceeding five (5) years.

11.0 RIGHT TO REJECT QUOTES

The Authority reserves the right to reject any or all quotes, to waive technicalities, and to accept any quote deemed to be in its best interest. The Authority also reserves the right to seek additional or new quotes and to waive informalities and minor inequities in quotes received.

12.0 PUBLIC RECORD

All responses submitted to the Authority are subject to Illinois Public Records Law and the Sunshine Act (5 USC 522(b)) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Illinois Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit an electronic copy of its proposal with all other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.

13.0 REQUIRED DOCUMENTS

The successful Respondent shall be required to submit the following documents:

A. Corporate Documents – The successful Respondent will be required to provide a copy of their Corporate Documents within ten (10) business days of receiving a notice of selection.

- Provide a copy of Corporate Documents and licenses

Corporation:
- Copy of Articles of Incorporation & By Laws

Limited Liability Company (LLC):
- Copy of Articles of Organization
- Copy of Operating Agreement

Sole Proprietor:
- Copy of Trade Name Certificate

B. Letter of Good Standing if Corporation or Certificate of Existence if Limited Liability Company (LLC) - The successful Respondent will be required to provide a copy of their Letter of Good Standing or Certificate of Existence within ten (10) business days of receiving a notice of selection. A copy of the receipt that demonstrates evidence of filing the company's Annual Report on June 30th of the current Year from the Office of Lieutenant Governor will be acceptable as well.

C. Social Security Number (SSN) or Employer Identification Number (EIN) - The successful Respondent will be required to provide an official copy of their SSN or EIN within ten (10) business days of receiving a notice of selection.

D. Liability Insurance – The successful Respondent will be required to obtain, maintain and provide proof that it has in place Liability Insurance in an amount no less than One Million (1,000,000.00) Dollars within ten (10) business days of receiving a notice of selection. The insurance policy shall name the JCHA as an "Additional Insured":

Jackson County Housing Authority
300 North 7th Street, PO Box 1209
Murphysboro, Illinois 62966

E. Workers' Compensation Insurance – The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage. The successful Respondent must provide a copy of the Workers' Compensation Insurance within ten (10) business days of receiving a notice of selection

14.0 GENERAL REQUIREMENTS

All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State, or International).

b. The selected Contractor shall have and keep in effect during the term of this contract, Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers Compensation Insurance. A copy of insurance certifications shall be submitted to the JCHA.

c. The contractor shall obtain and pay for all licenses as may be necessary or required for the completion of the work. The contractor shall complete all building permits as required.

d. All repair work will be left in a clean, safe and workable condition.

e. Contractor shall ONLY repair, replace, upgrade, or install work that is instructed.

f. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to contact the Modernization Coordinator, Director of Maintenance Operations or the Maintenance Supervisor and request clarifications before proceeding.

g. No single job shall exceed $3,000.00 without prior authorization, under the terms of this contract. It is up to the expertise of the Contactor to estimate initial cost of each individual job or project and provide a written estimate to the SHA representative.

h. It will be required that the Contractor diagnoses the problem and makes the necessary repairs as soon as possible.

i. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.

j. The Authority reserves the right to terminate the contract with a 30-day written notice.

k. By executing this contract, the Contractor represents that he/she has familiarized himself/herself with the local conditions under which the work is to be performed.

l. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the Authority.

m. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the Modernization Coordinator, Director of Maintenance Operations, or Maintenance Supervisor.

n. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.

o. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the Housing Authority. The Contractor is not to be deemed an employee or agent of the Housing Authority and has no authority to make any binding commitments or obligations on behalf of the Authority except as expressly provided herein.

15.0 SELECTION PROCESS

The JCHA's Evaluation Committee Panel is responsible for evaluating all Respondents' submittals. The Evaluation Committee Panel will consider the following criteria:

1. Proposals will be considered solely based upon the evaluation factors listed in this IFB. The firm best meeting the experience, approach and cost/price requirements will be selected.

2. The Authority shall establish a competitive range for the proposals. Any proposal which has a reasonable chance to meet the Authority's objectives should be included to maximize potential competition among the proposals. Any firm who scores within the competitive range shall be eligible for an interview if the Authority decides to use the interview process. The Authority waives the right to conduct oral interviews for the competitive range of bidders if such process proves unnecessary.

3. The Authority reserves the right to reject any or all packages when it is in the best interest of the Authority to not accept the proposal of a bidder who has not met the prerequisites of the IFB and who has failed to complete projects on time of a similar nature or in the opinion of the Authority is not in a position to perform the work satisfactorily. JCHA also reserves the right to waive any informalities and technicalities.

4. Failure to respond to any requirements outlined in the IFB or failure to enclose copies of the required documents may disqualify the bid.

Enclosures

1. Enclosure Document A IFB Cover Letter
2. Enclosure Document B Non-Collusive Affidavit
3. Enclosure Document C Contract Document Checklist Form
4. Enclosure Document D Respondent's Qualification Statement Form
5. Enclosure Document E Bid Sheet
6. Enclosure Document F Section 3 Clause

IFB PLUMBING REPAIR & SERVICES

ENCLOSURE DOCUMENT A

JACKSON COUNTY HOUSING AUTHORITY

IFB COVER LETTER

BIDDER

Name: _____

Address: _____

Tax Identification #: _____

BIDDER'S CONTACT PERSON

Name: _____

Title: _____

Telephone: _____

SCHEDULE OF ADDENDA

(I) or (We) acknowledge receipt of the Addenda to the IFB Package hereinafter named, for the project(s) included in this IFB and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number_____ Date_____

Addendum Number_____ Date_____

Addendum Number_____ Date_____

Addendum Number_____ Date_____

BIDDER'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____

IFB PLUMBING REPAIR & SERVICES

ENCLOSURE DOCUMENT B

NON-COLLUSION AFFIDAVIT

State of _____ Bid # _____

County of _____

I state that I am _____ of _____
(Title) (Name of my firm)
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.

3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5) _____ its affiliates, subsidiaries, officers' directors
(Name of Firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted 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 follows:

I state that _____ understands and acknowledges that the
(Name of Firm)
above representations are material and important and will be relied on by _____
(Name of Public Entity)
in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ _____
(Name of Public Entity)
of the true facts relating to the submission for this contract.

_____ _____
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF_____, 20___.

_____ My Commission Expires_____
(Notary Public)

IFB PLUMBING REPAIR & SERVICES

ENCLOSURE DOCUMENT C

JACKSON COUNTY HOUSING AUTHORITY

Contract Document Checklist

Name of Respondent: _____
Contact Person: _____
Telephone Number: Office_____ Mobile_____

1. ___ Respondent Corporate Documents and licenses

___ **Corporation** ___ Copy of Articles of Incorporation & By Laws
___ Letter of Good Standing from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.

___ LLC ___ Copy of Articles of Organization
___ Copy of Operating Agreement
___ Certificate of Existence from Office of the Lt. Governor/Copy of receipt demonstrating Annual Report is filed.

___ **Sole Proprietor** ___ Copy of Trade Name Certificate

2. ___ Current business license Expiration date: ___/___/20___
Type of business license: _____

3. ___ Employer Identification Number (EIN)/Social Security Number (SSN): _____

4. ___ Insurance Binder Expiration date: ___/___/20_____
Type of Insurance: ___ General Liability ___ Automobile ___ Errors and Omissions

5. ___ Workers Compensation Insurance Expiration date: ___/___/20_____

----------***For JCHA use only*** ----------

1. ___ Proposed Scope of Work EBID#_____ IFB#_____ IFB#_____ IFB# _____

2. ___ Proposals ___Bids ___ Signed Evaluation Spreadsheet ___ Recommendation

3. ___ Request for approval from Legal Counsel and Executive Director.

Legal Counsel: _____ Date approved: __/___/20__
Executive Director: _____ Date approved: __/___/20__
Date submitted to BOD for Contract Approval: __/___/20__

Suggested # of Days in Contract _____
Mobilization/Payment Terms _____
Outstanding Issues: _____

IFB PLUMBING REPAIR & SERVICES

ENCLOSURE DOCUMENT D

JACKSON COUNTY HOUSING AUTHORITY

Respondent 's Qualification Statement

Name of License Holder: _____
Name of Company/DBA (if any): _____
Legal Status: (check one) ☐Corporation ☐LLC ☐Sole Proprietorship ☐Partnership Business Location (office): _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____ Email: _____
Website address (if any): _____
Do you have a current Illinois Business License? ☐Yes ☐No Number of Years licensed to conduct business in Illinois_____ Type of License(s) _____
_____ Number of Asbestos Home Abatement completed in the last 5 Years _____, Average value of these contracts $_____
Do you have plan to use Subcontractors? ☐Yes ☐No If yes, company_____
_____
Have you ever failed to complete a project, been fired, sued by one of your clients and/or found in default of contract terms? ☐Yes ☐No If yes, explain on another sheet, if a Performance Bond or other means were used to resolve the issue and the Circumstances and the outcome.
Are there or have there been any; Claims, Arbitration, Judgments or Liens against you? ☐Yes ☐No
If yes, explain on another sheet, the circumstances and outcome.
List three non-JCHA references that can be contacted for their input concerning your abilities:
1) Client Name _____ Contact Number_____
2) Client Name _____ Contact Number_____
3) Client Name _____ Contact Number _____

List your current projects under contract (Project Title or Clients Name), Value (Contract Value) and Percentage of Completion:
1) Client Name _____ Value _____ Percentage____
2) Client Name _____ Value_____ Percentage____
3) Client Name _____ Value_____ Percentage____

(If you have more contracts, please list on separate sheet)

Proposer shall certify that the above information is true and shall grant permission to JCHA to contact the above-named person or otherwise verify the information provided.

Name and Title of Authorized Representative: _____

Signature: _____

IFB PLUMBING REPAIR & SERVICES

ENCLOSURE DOCUMENT E

BASE BID SHEET

Cost Proposal: Invitation for Bids for Plumbing Repair and Services. The undersigned, having carefully examined this IFB entitled Plumbing Services and the following addenda:

Addenda Number(s) and Date(s):_____

As well as the premises and conditions affecting the work, proposes to furnish all labor, materials including chemicals, equipment and services required to render Plumbing Services to the Jackson County Housing Authority, all in accordance with the scope of services detailed within this IFB document, for:

Loaded Labor Rates	Per Hour	After Hours	Weekend Rate	Other Description
Master/Journeyman Plumber (licensed)	$	$	$	
Master/Journeyman Plumber Overtime	$	$	$	
Laborer	$	$	$	
Laborer Overtime	$	$	$	
Unlicensed Mechanic	$	$	$	
Unlicensed Mechanic Overtime	$	$	$	
Operator	$	$	$	
Operator Overtime	$	$	$	

Heavy Equipment Rates	Per Hour	After Hours	Weekend Rate	Other Description
Trencher	$	$	$	
Backhoe	$	$	$	
Sewer Machine, Large	$	$	$	
Sewer Machine, Medium	$	$	$	
High Pressure Water Jet Machine	$	$	$	
Sewer Line Video Camera	$	$	$	
Leak Detection Equipment	$	$	$	
Back Flow Testing Equipment	$	$	$	

Identify the per hour additional cost of the items listed plus specify additional equipment/cost that may be required.
Identify the markup of materials above vendor cost: _____%

Assessment Rates	Unit	Cost	Comments
Backflow Test		$	
Hot Water Heater Replacement*		$	
Initial Assessment		$	

Contract price may be adjusted yearly limited to increases and decreases in maintenance wage rates and the CPI (Consumer Price Index), such CPI adjustment not to exceed 3%. The Contractor will give JCHA written notice of CPI price increase and full justification for same at least sixty (60) days prior to the expiration date of the contract. JCHA must approve the increase prior to each contract renewal, or the existing prices will remain in effect.

Respectfully submitted:

Firm's Name: .....

Authorized Signature: .....Date: ..... Title: .....

Printed Name of Authorized Signature: _____ __

IFB PLUMBING REPAIR & SERVICES

ENCLOSURE DOCUMENT F

Section 3 Clause

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project, be awarded to business concerns which are in, or owned in substantial part by persons residing in the Section 3 covered project. For the purposes of training and employment, the Section 3 area is the metropolitan area or non-metropolitan county in which the project is located.

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE

I, _____, certify that
_____ is a *Section 3 Business Concern*
as defined by (*check one*):

[ ] The business is 51% or more owned by Section 3 residents; or,

[ ] The business' permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or,

[ ] The business can provide evidence of a commitment to subcontract more than 25% of the dollar amount of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) and (b) above.

_____ is a (*check one*):

[ ] Sole Proprietorship
[ ] Partnership
[ ] Corporation

Evidence in support of our claim as a *Section 3 Business Concern* is attached.
[ ]Yes [ ]No

_____
Signature Name Printed/Typed Date

_____
Firm Name

_____
Address/City/State/Zip

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

LS-3: SUB-CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, having submitted a bid or having executed a contract with:

   (contractor or sub-contractor): _____

   for (name of project): _____

   for (nature of work): _____

   in the amount of $_____ certify that:

   a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

   b. Wage Decision # _____; Modification # _____ are included in the aforementioned contract or bid.

2. I hereby certify that:

   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

   b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

   a. The demographic and business information of the undersigned are:

Contractor Information

Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$									

* *See Demographic and Trade Code table below for information*

Demographic and Trade Codes	
Race	***Type of Trade Code***
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☐ a corporation organized in the State of _____; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME **TITLE** **ADDRESS**

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME	ADDRESS	NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	ADDRESS	TRADE CLASSIFICATION

4. I hereby certify that I have the legal authority to complete and submit this document on behalf of:
   a. Name of Contractor: _____
   b. Signature **(in ink)**: _____
   c. Typed or Printed Name: _____
   d. Title: _____
   e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause		Page
1.	Certificate of Independent Price Determination	1
2.	Contingent Fee Representation and Agreement	1
3.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4.	Organizational Conflicts of Interest Certification	2
5.	Bidder's Certification of Eligibility	2
6.	Minimum Bid Acceptance Period	2
7.	Small, Minority, Women-Owned Business Concern Representation	2
8.	Indian-Owned Economic Enterprise and Indian Organization Representation	2
9.	Certification of Eligibility Under the Davis-Bacon Act	3
10.	Certification of Nonsegregated Facilities	3
11.	Clean Air and Water Certification	3
12.	Previous Participation Certificate	3
13.	Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____

(Signature and Date)

_____

(Typed or Printed Name)

_____

(Title)

_____

(Company Name)

(Company Address)

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

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certifications and Representations of Offerors
Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans	☐ Asian Pacific Americans
☐ Hispanic Americans	☐ Asian Indian Americans
☐ Native Americans	☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 4/30/2020)

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term "applicant".

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

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

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

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

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

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

(2)The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

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

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

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

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

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

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

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

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

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

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

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

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

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

CERTIFICATION OF ELIGIBLITY

1. By the submission of this proposal, the Responder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the Responder's firm is ineligible to:

a. Be awarded contracts by any agency of the United States Government, HUD, or the State of Illinois; or,

b. Participate in HUD programs pursuant to 24 CFR Part 24.

2. To that effect, Responders shall submit a certification that the firm and its principals are not debarred, suspended, or otherwise prohibited from professional practice by a Federal, state or local agency or excluded from participation in this contract, by completing and submitting Attachment, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower-tier Covered Transactions." The certification in Paragraph 1 above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Responder knowingly rendered an erroneous certification, the contract may be terminated for default, and the Responder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

3. The Responder represents that a fully executed "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower-tier Covered Transactions, [ ] is, [ ] is not included with the proposal.

_____

_____

_____

Name and Address of Responder

_____

Type Name and Title of Authorized Official or Representative of Responder

_____ _____

Signature of Authorized Representative or Official of Responder — Date

CONFLICT OF INTEREST CERTIFICATION

PART I. CONFLICT OF INTEREST

1. In accordance with the regulations of the United States Department of Housing and Urban Development (HUD), neither the Jackson County Housing Authority (JCHA) nor any of its contractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

a. Any present or former member or officer of the governing body of JCHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, JCHA or a business entity.

b. Any employee of JCHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or JCHA.

2. For purposes of this section, the term, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).

3. As provided in laws of the State of Illinois, a commissioner or employee of JCHA may not acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor shall he/she have any interest direct or indirect in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project.

4. No member of or delegate to the Congress of the United States of America or any representative of JCHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.

5. Any member of these classes of persons must disclose the member's interest or prospective interest to JCHA and HUD.

6. Any Bidder/Responder who submits a bids/proposal(s) in response to a JCHA solicitation must disclose in its bids/proposals, the interest, direct or indirect, of any member of the classes of persons listed in Paragraph 1, 2, 3, and 4 above in such Bidder/Responder's, and shall also make the disclosures required in Parts II and III below.

7. The Bidder/Responder's shall also disclose any relationship the Bidder/Responder and/or its principals may have with: (a) any named or proposed subcontractor; and (b) any member of a joint-venture team competing for the proposed contract.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

1. It is JCHA's policy to avoid situations which place a Responder in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the Responder may have which relates to the work to be performed pursuant to the proposed contract or where the Responder receives an unfair competitive advantage in submitting a bids/proposals for the proposed contract, such as, for example, a Responder who submits a bids/proposal after acting as a consultant to JCHA in preparing the specifications or performing a study for the proposed contract. Such situations which may either impair the Responder objectivity in performing the proposed contract work or results in and unfair competitive advantage to the Responder are considered organizational conflicts of interest.

2. Where a Responder is aware of, or has reason to be aware of an organizational conflict of interest, whether and actual or apparent conflict, the Responder shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Responder has possible organizational conflict of interest with respect to:

A. being able to render impartial, technical sound, and objective assistance or advice, or
B. being given and unfair competitive advantage

3. The Responder may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.

4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual, or otherwise, Responder shall complete the certification in Part III below, titled Conflict of Interest Certification of Responder.

5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the Responder will be permitted to correct the omission within a time frame established by the Contracting Officer.

6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Responder.

7. If the Contracting Officer determines that a potential conflict exists, the selected Responder shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Responder.

8. In the event the Responder is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, JCHA may terminate the contract for default.

CONFLICT OF INTEREST CERTIFICATION

1. The Bidder/Responder certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational, or otherwise, in the Bidder/Responder.

2. The Bidder/Responder certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent 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/Responder's organizational, financial, contractual, or other interests may:

(a) Result in an unfair competitive advantage to the Bidder/Responder; or
(b) Impair the Bidder/Responder's objectivity in performing the contract work.

3. The Bidder/Responder agrees that if the contract is awarded to the Bidder/Responder, and after award it discovers and actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Bidder/Responder has taken or intends to take to eliminate or resolve the conflict. JCHA may, however, terminate the contract for the convenience of HUD and/or JCHA.

4. The Bidder/Responder agrees that if the contract is awarded to the Bidder/Responder, the terms of this conflict-of-interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.

5. In the absence of any interest in the Bidder/Responder held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, the undersigned Bidder/Responder hereby certifies and affirms under penalties of perjury, that to the best of this Bidder/Responder's knowledge and belief, no actual or apparent conflict of interest exists with regard to this Bidder/Responder's possible performance of the proposed contract. The

undersigned official certifies that he/she is authorized to sign this bids/proposals form for the firm.

_____

_____

_____
Name and Address of Responder

_____
Type Name and Title of Authorized Official or Representative of Bidder/Responder

_____ _____
Signature of Authorized Representative or Official of Bidder/Responder — Date

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS, IF APPLICABLE

A. Basis for Self-Certification

The _____, located at _____
(name of business) *(address)*
hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(Check all applicable)

1) _____ Fifty-one percent (51%) or more ownership by Section 3 residents;

2) _____ At least thirty percent (30%) of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three (3) years);

3) _____ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [*recipient*] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

1) I have the legal authority to make these certifications on behalf of _____;
(name of business)
2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;

3) This documentation will be made available to the recipient, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;

4) This documentation will be maintained for at least five (5) years after completion of the requirements of the contract provided by the recipient;

5) The information provided in A. above is true and accurate to the best of my knowledge; and

6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

_____ _____
Signature Date

_____ _____
Printed Name Title