



**Topeka Housing Authority
Jackson Elevator
Upgrade / Replacement Request for Proposals (RFP)**

TABLE OF CONTENTS

1. Invitation to Bid (RFP)
2. Jackson Towers Specifications
3. Davis Bacon Wages General Decision
4. Exhibit 1 – HUD Form 5369
5. Exhibit 2 – HUD Form 5369 –A
6. Exhibit 3 – Non-Collusive Affidavit
7. Price Quotation Form

INVITATION TO BID

PROJECT:

Jackson Elevators
1122 SW Jackson Ave.
Topeka, Ks 66612

RECEIVING BIDS:

Sealed bids will be received at The Topeka Housing Authority, 2010 SE California, until 4:30PM on Friday, September 21st, 2018

OBTAINING INFORMATION:

Questions concerning the Contract Documents should be addressed to:

Doug Guy
THA Contracting Officer
Topeka Housing Authority
2010 SE California
Topeka, Ks 66607
(785) 357-2640
(785) 969-6107 cell
(785) 357-2648 fax
dguy@tha.gov

PREBID CONFERENCE:

Pre-bid Conference August 23rd 2018 10:00am
1122 SW Jackson Ave.
Topeka, Ks 66612

SALES TAX DETERMINATION:

This Project is Tax Exempt
Davis Bacon Wage Rates Apply

SECTION 14210- ELECTRIC TRACTION ELEVATORS

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the modernization of two (2) geared traction passenger elevators. The modernization will include, but not be limited to, the removal and replacement of the following equipment: controllers, machines, motors, and ropes.

1.3 DEFINITIONS:

- A. Definitions in ASME A17.1 apply to work of this Section.
- B. Defective Elevator Work: Operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
- C. Service Elevator: A passenger elevator that is also used to carry freight.

1.4 REFERENCES

- A. Comply with applicable building codes and elevator codes at the project site, including but not limited to the following:
 1. ANSI A 117.1, Building and Facilities, Providing Accessibility and Usability for Physically Handicapped People.
 2. ADAAG, Americans and Disabilities Act Accessibility Guidelines.
 3. ANSI/NFPA 70, National Electrical Code.
 4. ANSI/NFPA 80, Fire Doors and Windows.
 5. ASME/ANSI A17.1, Safety Code for Elevators and Escalators.
 6. ANSI/UL 10B, Fire Tests of Door Assemblies.
 7. Model Building Codes.
 8. All other local applicable codes.

1.5 SUBMITTALS

- A. Product Data: Include capacities, sizes performances, operations, safety features, finishes, and similar information. Include product data for following:
 - 1. Operation, control, and signal systems.
- B. Shop Drawings: Show plans, elevations, sections, and large-scale details indication service at each landing, machine room layout, coordination with building structure, relationships with other construction, and locations of equipment.
- C. Manufacturer Certificates: Signed by elevator manufacturer certifying that hoistway, pit and machine room layout and dimensions, as shown on Drawings, and electrical service, as shown and specified, are adequate for elevator system being provided.
- D. Qualification Data: For Installer.
- E. Operation and Maintenance Data: For elevators to include emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Division 1 Section “Operation and Maintenance Data,” Include diagnostic and repair information available to manufacturer’s and Installer’s maintenance personnel.
- F. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted elevator use.
- G. Warranty: Special warranty specified in this Section.
- H. Continuing Maintenance Proposal: Service agreement specified in this Section.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Elevator manufacturer or manufacturer’s authorized representative who is trained and approved for installation of units required for this Project.

- B. Source Limitations: Obtain elevators from a non-proprietary manufacturer.
 - 1. Provide major elevator components, including driving machines, controllers manufactured by a non-proprietary manufacturer.
- C. Accessibility Requirements: Comply with Section 4.10 in the U.S. Architectural & Transportation Barriers Compliance Board’s “Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG).”

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials, components, and equipment in manufacturer’s protective packaging.
- B. Store materials, components, and equipment off of ground, under cover, and in a dry location. Handle according to manufacturer’s written recommendations to prevent damage, deterioration, or soiling.

1.8 COORDINATION

- A. Coordinate installation of elevator with existing shaft, embeds, hoist beam, rails, penthouse, sills, call locations and other items as required for a complete installation.
- B. Coordinate sequence of elevator installation with other work to avoid delaying the work.

1.9 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide one year’s full maintenance service by skilled employees of elevator installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies same as those used in the manufacture and installation of original equipment.
 - 1. Perform maintenance, including emergency callback service, during normal working hours.
 - 2. Include 24 -hour-per-day; 7 -day-per-week emergency callback service.
 - a. Response Time: Two hours or less.

- B. Continuing Maintenance Proposal: Provide a continuing maintenance proposal from the installer to Owner, in the form of a standard one-year maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options. This service shall not be subcontracted but shall be performed by the elevator contractor. All work shall be performed competent employees during regular working hours of regular working days and shall include emergency 24-hour callback service. This service shall not cover adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents caused by persons other than the elevator contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be provided.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Motion Control Engineering
 2. Elevator Controls Corporation
 3. Vertitron Midwest, Inc.
 4. Other Pre-Approved Non Proprietary Controller

2.2 SYSTEMS AND COMPONENTS

- A. Performances Requirements for Elevators:
1. Quantity & Elevator Numbers: (2) Geared Traction Elevators, #1 and #2.
 2. Type: Geared Electric Traction Machine with Variable Voltage Variable Frequency A. C. Drive Machine Located Above Hoistway
 3. Number of Stops: 9
 4. Number of Openings: 9 at front only.
 5. Rise: 70' 8" Field verify.
 - a. Roping: 1:1
 6. Rated Capacity/Speed:
 - a. Car #1 3000 pounds at 350 FPM, Car #2 3000 pounds at 350 FPM.
 7. Main Power Supply: 460 Volt 3 Phase, with a separate equipment grounding conductor. Field verify.
 8. Lighting Power Supply: 120 Volts, 1 Phase, 15 Amp, 60 Hz.

- B. Duplex Collective Operation: Using a microprocessor-based controller, the operation shall be automatic by means of the car and hall buttons. IN the absence of system activity, on e car can be made to park at the pre-selected main landing. The other (free) car shall remain at the last landing served. Only one car shall respond to a hall call. If either car is removed from service, the other car shall immediately answer all hall calls, as well as its own car calls.
- C. Car Operating Features
1. Full Collective Operation.
 2. Anti-nuisance.
 3. Fan and Light Protection.
 4. Independent Service.
 5. Firefighter's Service Phase I and Phase II.
 6. Top of Car Inspection.
- D. Door Control Features:
1. Door Operator: Provide new closed loop operator to open doors automatically when car arrives at the landing in response to a normal hall or car call.
 2. Door Full Edge Detector: Provide new.
 3. Primary door protection shall consist of a two dimensional, multi-beam array projecting across the car door opening. Under normal operation and for any door position, the system shall detect as a blockage an opaque object that is equal to or greater than 1.3 within 1 inch (25 mm) above the sill to 71 inches (1800 mm) above the sill. Under degraded conditions (one or more blocked or failed beams), the primary protection shall detect opaque objects that are equal to or greater than 4" (100 mm) in diameter for the same vertical coverage. If the system performance is degraded to the point that the 4" object cannot be detected, the system shall maintain the doors open or permit closing only under nudging force conditions.
 4. The reaction time of the door detector sub-system shall not exceed 60 milliseconds when the secondary protection is disabled.
 5. Door nudging operation to occur if doors are prevented from closing for an adjustable period of time.
- E. Provide equipment according to seismic zone: 0 or 1

2.3 EQUIPMENT: MACHINE ROOM COMPONENTS

- A. Controller: A new microcomputer based control system shall be provided to perform all the functions of safe elevator operation. The system shall also perform car and group operational control.
 - 1. All high voltage (110 V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.
 - 2. Controller shall be separated into two distinct halves; Motor Drive side and Control side. High Voltage motor power conductors shall be routed so as to be physically segregated from the rest of the controller.
 - 3. Field conductor terminations points shall be segregated; high voltage (>30 volts DC and 110 VAC,) and low voltage (<30 volts DC)
 - 4. Controllers shall be designed and tested for Electromagnetic Interference (EMI) immunity according to the EN 12016 (May 1998): “EMC Product Family Standards for lifts, escalators, and passenger conveyors Part 2-immunity”
- B. Machine: Provide new machines. The machines shall be of the geared single-wrap traction type with the motor, brake, and traction sheave mounted on a continuous bedplate. Sound isolation pads shall be installed to reduce vibration and noise transmission to the building structure.
- C. Drive: A new Variable Voltage Variable Frequency AC drive system shall be provided. The system shall be non-regenerative.
- D. Rope Gripper: Provide Rope Gripper
- E. Governor: Retain existing.
- F. Governor Rope: Provide new governor rope.

2.4 EQUIPMENT: HOISTWAY COMPONENTS

- A. Hoistway Operating Devices: Install new devices as described below.
 - 1. Terminal stopping switches.
 - 2. Car positioning selector.
- B. Buffers: Retain oil buffers.
- C. Guide Rails: Retain and realign as required.
- D. Ropes: Install new. The hoist ropes shall be on regular lay (right hand) type made with traction steel. Governor ropes shall be steel. All ropes shall consist of a least eight strands wound about a sisal core center.

E. Hoistway Entrances:

1. Frames: Retain hoistway sills. Entrance frames shall be retained.
2. Doors: Retain.
3. Door rollers: Replace with new.
4. Door gibs: Replace with new.
5. Entrance Markings: Entrance jamb braille plates shall be retained.
6. Interlocks: Provide new interlock contacts and shorting bars.

2.5 EQUIPMENT: CAR COMPONENTS

- A. Carframe and Safety: Retain existing.
- B. Elevator cab: Retain existing.
- C. Car doors: Retain.
- D. Ceiling: Retain.
- E. Emergency Car Lighting: Retain.
- F. Exhaust Fan: Retain.
- G. Handrail: Retain.
- H. Roller Guides: Retain.
- I. Platform: The car platform shall be retained.
- J. Car sills: Retain.

2.6 SIGNAL FIXTURES

- A. Retain or replace as required to work with new controller.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine elevator areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Examine hoistways, hoistway openings, pits, and machine rooms as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed.

Electric Traction Elevators
14210-7

1. For the record, prepare a written report, endorsed by installer, listing dimensional discrepancies and conditions detrimental to performance or indicating that dimensions and conditions were found to be satisfactory.
2. Proceed with installation only after unsatisfactory conditions have been corrected

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions.
- B. Welded Construction: Provide welded connections for installing elevator work where bolted connections are not required for subsequent removal or for normal operation adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.
- C. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts designed to minimize transmission of vibrations to structure and thereby minimize structure-borne noise from elevator system.
- D. Lubricate operating parts of systems, including ropes, as recommended by manufacturers.
- E. Leveling Tolerance: 1/8 inch, up or down, regardless of load and direction of travel.

3.2 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of elevator installation and before permitting use (either temporary or permanent) of elevators, perform acceptance tests as required and recommended by ASME A17.1 and governing regulations and agencies.
- B. Advise Owner, Architect, and authorities having jurisdiction in advance of dates and times tests are to be performed on elevators.

General Decision Number: KS180063 07/13/2018 KS63

Superseded General Decision Number: KS20170063

State: Kansas

Construction Type: Building

County: Shawnee County in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	05/25/2018
2	07/13/2018

BRKS0015-011 06/01/2017

	Rates	Fringes
TILE SETTER.....	\$ 35.16	13.57

BRKS0015-012 04/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 34.74	19.56

BRKS0015-014 06/01/2017

	Rates	Fringes
TILE FINISHER.....	\$ 16.86	.81

ELEC0226-003 09/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 31.10	15.08

ENGI0101-040 04/01/2016		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bobcat/Skid Steer/Skid Loader.....	\$ 37.63	15.97
Oiler.....	\$ 32.08	15.97
Paver (Asphalt, Aggregate, and Concrete).....	\$ 38.44	15.97

IRON0010-018 04/01/2017		
	Rates	Fringes
IRONWORKER (Ornamental/Reinforcing).....	\$ 32.65	28.85

LABO1290-013 04/01/2018		
	Rates	Fringes
LABORER Mason Tender - Brick.....	\$ 28.85	16.10

PAIN2012-008 04/01/2017		
	Rates	Fringes
PAINTER (Brush, Roller, and Spray).....	\$ 29.34	16.96

* PLUM0441-016 06/01/2018		
	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 35.83	17.36

* PLUM0441-017 06/01/2018		
	Rates	Fringes
PLUMBER.....	\$ 35.83	17.36

PLUM0533-012 06/01/2016		
	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 45.33	19.32

* ROOF0020-021 06/01/2018		

	Rates	Fringes
ROOFER.....	\$ 32.95	18.89

SHEE0002-011 07/01/2017		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 40.90	21.93

SHEE0002-012 07/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 40.90	21.93

TEAM0541-010 04/01/2017		
	Rates	Fringes
TRUCK DRIVER (Lowboy Truck).....	\$ 32.54	13.85

TEAM0541-011 04/01/2017		
	Rates	Fringes
TRUCK DRIVER (Semi-Trailer Truck).....	\$ 32.54	13.85

SUKS2015-027 07/08/2015		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 23.95	11.59
CARPENTER.....	\$ 22.94	7.04
CEMENT MASON/CONCRETE FINISHER...	\$ 21.01	3.31
IRONWORKER, STRUCTURAL.....	\$ 29.00	25.35
LABORER: Common or General.....	\$ 19.31	9.42
LABORER: Mason Tender - Cement/Concrete.....	\$ 17.86	1.01
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.69	7.01
OPERATOR: Bulldozer.....	\$ 33.12	13.96
OPERATOR: Crane.....	\$ 33.19	14.16

OPERATOR: Forklift.....	\$ 34.83	14.16
OPERATOR: Grader/Blade.....	\$ 31.05	13.26
OPERATOR: Loader.....	\$ 30.35	12.04
OPERATOR: Roller.....	\$ 33.78	13.64
TRUCK DRIVER: Dump (All Types)...	\$ 25.50	10.38

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**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, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

NON-COLLUSIVE AFFIDAVIT

I, _____ (Name of authorized signatory to bid or offer) being first duly sworn, as the _____ (Owner, Partner, Principal, or Officer of firm) make the foregoing offer or bid and attest to the following:

1. That affiant employed no person, corporation, firm, association or other organization either directly or indirectly to secure the public contract under whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant.

2. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

3. That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against The Topeka Housing Authority or any person interested in the proposed contract and that all statements in said proposal or bid are true.

Name of Firm

Signature of bidder

Subscribed and sworn to before me this
_____ day of _____, 2018

Notary Public

My Commission Expires: _____

Price Quotation Form

To:

Sophie George
President/CEO
Topeka Housing Authority
2010 SE California
Topeka, KS 66607

Dear Sir or Madam:

In Compliance with the "Instructions to the Respondents of the Request for Proposal", and other documents contained in the Request for Proposal (RFP) for:

Jackson Elevator Upgrade

As issued by the Topeka Housing Authority (hereinafter, the "Owner"), and having become familiar with the site of the proposed work, the scope of work, the technical specifications, contract conditions, time frame for completing the work, and liquidated damages rate, the undersigned proposes to furnish all labor, material (where applicable), equipment, insurance, assurance of completion, and other services required to complete the project for the amount set forth below. (State price quote in both figures and words):

The undersigned acknowledges:

- a. The following addenda have been received: _____
- b. All forms submitted as part of the price quote (including this form) must be Completed fully and without qualifications or conditions on the scope of work; services, assurances of completion, insurance, materials (where applicable), or equipment to be provided; or stated prices;
- c. Identification of the successful contractor, and award of the contract will be made in accordance with the procedure stated in the Instruction or per the procedure, if any, stated elsewhere on this form;
- d. The quote shall be viable for the period stated in the "Representation, Certifications, and Other Statements of Bidders" form contained in the RFP;
- e. All additional documentation required per the "Instructions to the Respondents of the Request for Proposal," "Representations, Certifications and Other Statements of Bidders," and any supplements to these forms, must be submitted as part of the quote; and
- f. The successful Contractor must execute a contract, in the form prescribed by the Owner, and to furnish the required Assurance of Completion (if required) and the Respondents of the request for Proposal."

Respectfully Submitted,

Name of Contractor

Print Name of Authorized Signatory

Street Address/City/State

Signature

Telephone Number/Area Code

Date