INVITATION FOR BIDS (“IFB”)

The Housing Authority of the City of Atlanta Georgia (herein after “Atlanta Housing” or “AH”) invites Bidders to submit sealed bids for the below describes specifications.

**IFB #2022-0110**

Johnson Road Site and Building Demolition

Located at
1125 Johnson Road, NW
1175 Johnson Road, NW
Atlanta, GA 30313

Eugene E. Jones, Jr.
President and Chief Executive Officer (CEO)

Albert Murillo
Senior Vice President, Contracts & Procurement Department

230 John Wesley Dobbs Avenue, NE
Atlanta, GA 30303
www.atlantahousing.org

<table>
<thead>
<tr>
<th>RELEASE DATE</th>
<th>Thursday, May 12, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID DUE DATE AND TIME</td>
<td>Wednesday, June 1, 2022 by 10:00 AM Atlanta Time</td>
</tr>
<tr>
<td>BID OPENING DATE AND TIME</td>
<td>Wednesday, June 1, 2022 at 11:00 AM Atlanta Time</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip</td>
<td></td>
</tr>
<tr>
<td>Mobile Number / Primary Contact Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
</tbody>
</table>

| LUMP SUM BASE BID TOTAL | $ ____________________________ (in US Dollars) |

Printed Name

Signature

Date

Bidders shall complete all Bid Form (BF) Pages and submit One (1) Original and Four (4) copies. Each Submitted page MUST BEAR AN ORIGINAL INITIAL/SIGNATURE. Failure to sign this cover sheet BF page shall result in the entire bid package determined Non-Responsive.
## DEMOLITION PRICE WORKSHEET

<table>
<thead>
<tr>
<th>Property Address</th>
<th>1125 Johnson Road, NW &amp; 1175 Johnson Road, NW Atlanta, GA 30313</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Name</td>
<td></td>
</tr>
</tbody>
</table>

### SERVICES / DEMOLITION

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Story Frame Structure</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frame structure each Additional Level</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Story Frame Brick Veneer</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frame/Brick Veneer each Additional Level</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Story Solid Masonry</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Masonry each Additional Level</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Story Concrete w/Reinforced Steel</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Story Steel Girder &amp; Metal Clad Structure</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structure w/Steep Roof (are above 6 1/2 pitch)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removing or Hauling of Exterior and Interior Junk, Trash and Debris (including</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>but not limited to bulky tree limbs, severe kudzu/vines, shrubbery, trimmings,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>furniture, old appliances, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cutting all overgrowth of weeds, grass and bushes (exceeding 12&quot; in height)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete paving slabs, reinforced up to 8&quot; thick</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt pavement</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On site crushing and stockpiling of concrete (quantities greater than 200 cu.yd.)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C.Y.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional clean fill dirt needed to level lot</td>
<td>C.Y.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kentucky 31 Tall Fescue + Wheat Straw</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### IFB-2022-0110
### DEMOLITION PRICE WORKSHEET

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Bermuda</td>
<td>S.F.</td>
<td></td>
</tr>
<tr>
<td>Install Slit Screen (36&quot;) + Tree Protection Fence</td>
<td>L.F.</td>
<td></td>
</tr>
<tr>
<td>Install 8' Tall chain link fence</td>
<td>L.F.</td>
<td></td>
</tr>
<tr>
<td>12&quot; Wide gate and lock</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>Removal of tires</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>Rodent Clearance Letter</td>
<td>EACH</td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL (DEMOLITION)**

$
## IFB-2022-0110
### DEMOLITION PRICE WORKSHEET

<table>
<thead>
<tr>
<th>SERVICES / ASBESTOS REMOVAL</th>
<th>Unit of Measure</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Siding</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roofing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Layers</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flashing Materials</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shingles</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Covering on Wood Substrate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Tile (all layers)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheet Goods (all layers)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mastic</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Covering on Concrete Substrate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Tile (all layers)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheet Goods (all layers)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mastic</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC System</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pipe Insulation</td>
<td>L.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duct Insulation</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank Insulation</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Felt Duct Tape</td>
<td>L.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flue Duct (Cement Board)</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement Sheet, Millboard and Paper</td>
<td>S.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## IFB-2022-0110
### DEMOLITION PRICE WORKSHEET

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Exhaust Pipe</td>
<td>S.F.</td>
<td>$</td>
</tr>
<tr>
<td>Glazing and Caulks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazing</td>
<td>L.F.</td>
<td>$</td>
</tr>
<tr>
<td>Exterior Caulk / Joint Sealants</td>
<td>L.F.</td>
<td>$</td>
</tr>
<tr>
<td>Interior Structure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soundproofing or Decorative Material sprayed on</td>
<td>S.F.</td>
<td>$</td>
</tr>
<tr>
<td>the walls or ceilings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patching and Joint Compounds for walls and</td>
<td>S.F.</td>
<td>$</td>
</tr>
<tr>
<td>ceilings and associated drywall system materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Textured Paint on walls and ceilings</td>
<td>S.F.</td>
<td>$</td>
</tr>
<tr>
<td>Portable Storage Container</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>per day</td>
<td>$</td>
</tr>
<tr>
<td>Building (Commercial)</td>
<td>per day</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Demolition &amp; Asbestos Removal Services)</td>
<td>$</td>
</tr>
</tbody>
</table>

Comments:

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IFB-2022-0110
BF-4
Invitation for Bids (IFB) #2022-0110
Johnson Road Property Site and Building Demolition

The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing” or “AH) is seeking bids from qualified contractors for demolition services at its property known as Johnson Road. Atlanta Housing is looking for a contractor who can offer to perform this work under one contract for a turnkey arrangement where the Selected Contractor can perform planning, hazardous material remediation, demolition, hauling and legally compliant disposal of all demolished material.

A. Scope of Work Summary

The scope of work includes the following:

- Demolition planning
- Hazardous Material Abatement. The hazardous material includes asbestos, lead based paint and PCB.
- Site and Building Demolition
- Hauling and waste disposal
- Post demolition, identify above and below ground utilities and identify and mark all recorded easements.

See Paragraph B. Scope of Work for the full scope of work.
B. **Scope of Work**

**Property Description:**

- 1125 Johnson Road NW. This property is a 3.078 acre property with a single family residential building. The building is a 2-story wood frame house with brick veneer. The house is 39’ x 51’, 1,990 square feet. There are two small paved parking lots with curb and gutters construction on the property. One is located next to the house, off of Rockdale Street (a side street from Johnson Road). The other is located near Johnson Road.

- 1175 Johnson Road NW. This property is a 1.363 acre property with a single story building. The building is CMU construction with a flat roof. The building was formerly a health center, formerly known as the Rockdale Health Center. It is approximately 61’ x 117’, 8,100 square feet. There are three drives, two small parking lots and a service area with curb and gutter construction.

C. **Demolition Planning**

a. Publish timeframes in a comprehensive schedule with Major Milestones, durations, dependencies and resources. Within the comprehensive schedule, feature the critical path from initiation to final completion.

**Submittal:** Outline of Major Milestones for Plan for Demolition

**Deliverable:** Major Milestone Plan and Design for Demolition

D. **Hazardous Material Abatement**

a. Remove all hazardous material. Hazardous material includes asbestos, lead based paint and PCB.

b. The contract shall be responsible for the abatement design and notification to the Georgia Environmental Protection Division (GA EPD).

c. Atlanta Housing will contract with a third party environmental firm to perform periodic inspections during the abatement/demolition. The third party environmental firm will collect environmental records on behalf of Atlanta Housing, such as the EPD abatement/demolition notification, waste manifests for asbestos or other hazardous building materials and contractor licenses.

**Submittal:** Outline of how work will be determined and performed and who will perform it.

**Deliverables:** Accurate records that work was completed in accordance with applicable Federal, State and Local laws and ordinances and certified payrolls, and releases or waivers of liens.

E. **Site and Building Demolition**

a. Install, maintain and monitor erosion control measures per NPDES requirements

b. Cover areas of disturbed soil with seed and straw to prevent erosion

c. Remove all concrete and asphalt pavement

d. Remove all curb and gutter
e. Remove existing 4’ and 5’ chain link fence. The chain link fence is located on the residential property (1125 Johnson Rd).

f. Remove water supply lines back to the meter

g. Remove natural gas service lines back to the Right-of-Way and cap

h. Remove sanitary sewer lines back to the Right-of-Way and cap

i. Remove septic tank and drain field lines

j. Remove all utility poles on the property. Remove all overhead utility lines back to the service connection.

k. Remove all concrete walks. All existing concrete walks located along the street shall remain.

l. Backfill all excavated areas with fill obtained from an approved Georgia DOT borrow pit

m. Grade site flat and level based on site topography

n. Install new 8 ft’ tall chain link fence on the north (along Rockdale St) and west (along Johnson Rd) sides of the property. Install two 10’ wide gates in the fence. Install one gate on the Johnson Rd side. Install the second gate on the Rockdale St side. Install fence with three strains of barbed wire. Point barbed wire mounting bracket towards the street.

o. NOTE: Bids shall include cost for variable depth grading and excavation. Change orders for additional work will not be accepted.

p. Demolish buildings

q. Remove building foundations and footings in their entirety

r. In order for grassed areas to be acceptable to Atlanta Housing for ongoing grounds maintenance purposes following demolition work, a typical commercial mower should be able to operate over the ground without danger of hitting any dirt, rock, or other debris when set to a four-inch blade height. Further, if erosion control blankets are used to stabilize ground surfaces for grass, the blanket material should be biodegradable and otherwise not likely to entangle the blades on typical rotary mowing equipment. The soil used for grass seeding should be topsoil of quality and depth appropriate for grass.

**Submittal:** Description of how work will be determined and performed and who will perform it, how it will be sequenced and how long it will take to complete.

4. **Hauling and Waste Disposal**

   a. Must be in performed in compliance with all applicable Federal, State and local laws and ordinances.

   b. Must be performed by licensed professionals.

   c. Must be performed by contractors and subcontractors with all applicable forms of insurance.

   d. Any other requirements from AH must be added here.

   **Submittal:** Description of how work will be determined and performed and who will perform it, how it will be sequenced and how long it will take to complete. On the attached schedules, please outline if any portion of hauling and waste disposal will be performed by MBE/WBE or DBEs.
C. General Conditions and Requirements

1. Any work outside of the stated Scope of Work shall not be performed without obtaining prior written authorization from Atlanta Housing. Any unforeseen conditions or items discovered while performing this work must be discussed with Atlanta Housing prior to performing any corrective actions.

2. Contractors selected shall pay Davis-Bacon prevailing wage rates as applicable.

3. Contractor shall obtain and provide performance and payment bonds (for projects exceeding $100K), if required by AH with the costs thereof included in the Task Order Price. Bonds shall be issued upon forms and in the amounts determined by AH and by a Surety acceptable to AH and approved by the U.S. Treasury Department.

Cl. Attachments

The following attachments are included with the Bid Package:

- Field Survey – 1175 Johnson Road NW
- Tract Geosurvey
  - 1125 Johnson Road NW
  - 1175 Johnson Road NW
- Hazardous Material Report

CII. Existing Documentation

Survey drawings for the properties are available for use. A copy of the drawings can be provided upon request. Atlanta Housing does not attest to the accuracy of any information (existing drawings, reports, and other information) provided to the consultant for their use, and therefore accepts no responsibility for incomplete information and material contained in the drawings and other documentation provided.

CIII. Labor Standards Compliance

For all construction related services, the contractor shall comply and ensure that its sub-contractors comply with the labor standards of the Davis-Bacon and related Acts as required by law, and outlined in the contract – Article XII, Paragraph C, Davis-Bacon Acts Compliance. All work classifications contributing to construction related services of this IFB must be paid the federal minimum wage as established by the U.S. Department of Labor.

CIV. Site Visit (STRONGLY RECOMMENDED)

Atlanta Housing will conduct a site visit, prior to the bid due date, to give all interested contractors/bidders the opportunity to view the building and existing conditions.

The site visit will be conducted on the following date and time:

| Date: | Monday, May 16, 2022 |
| Time: | 9:30 AM to 11:00 AM |
NOTE:

Please notify the AH Point of Contact if you plan to attend the site visit and indicate how many from your team will be attending.

In addition to the initial, site visit, AH can schedule up to two additional site visits upon requests potential bidders. AH will release follow-up site dates and times through issuance of an addendum if and when another site visit is scheduled.

H. Bidding Process

Virtual Pre-Bid: Wednesday May 18, 2022 at 1pm EST
Register in advance for this meeting:
https://atlantahousing.zoom.us/meeting/register/tZEpd-CvqzorHN0K32R1CeWL_z0lboF8tziX

Question and Answer Period:
Email questions to

Qiana Ayana, CPPB
Contracts and Procurement
230 John Wesley Dobbs Ave NE
Atlanta, GA 30303
E: qiana.ayana@atlantahousing.org

All questions about the project scope of work and the proposal submittal shall be submitted via e-mail to:

Deadline for questions: Friday, May 20, 2022 by 12:00 NOON EST
Responses to Questions Issued: Tuesday, May 24, 2022 by 12:00 NOON EST

I. Bid Submittal

A. BIDS must be signed with original signatures and submitted on paper in a sealed envelope or package and hand-delivered. Refer to the following Section III. Bid Submittal for the required number of copies. Manual Submissions must be received and time stamped no later than the date and time listed in the solicitation. The outside of the envelope must clearly indicate the Bidder’s name and address, name of the project, the time and date specified for receipt. Must have 1 Original with 4 copies. Failure to submit the documentation set forth above in Section III (A) (i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award.
B. GENERAL CONTRACTOR LICENSE: In addition to all other applicable licenses and certifications, the general contractor is required to submit with its bid a copy of bidder’s current valid General Contractor License. The absence of the required license shall cause a bid to be deemed Non-Responsive and therefore ineligible for award. Applications are NOT accepted.

C. BID SECURITY: Each individual bid must be accompanied by a Bid Bond in the amount of 5% of the total amount of the submitted bid or a certified check in the same amount, payable to the “Atlanta Housing”. If the bid and bid security have not been received by the AH prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful Bidders will be returned as soon as practicable after the opening of bids.

D. BIDDER PROFILE INFORMATION: Each individual bid must be accompanied by a summary of the Contractor’s qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:

i. the resumes of the Contractor’s Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
ii. a list of all the Contractor’s subcontractors; and
iii. a list of the Project Team of the Contractor’s subcontractors;
iv. a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level or responsibility, together with the contact information of the owner’s representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
v. the same information described in Paragraph (D) iv above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

F. CRITICAL PATH METHOD SUMMARY PROJECT SCHEDULE: In evaluating this IFB, AH will determine the Responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Final Completion Date for the Work as set forth in this IFB and in the Contract Documents. The Critical Path Method (“CPM”) Summary Project Schedule to be submitted as part of the bid, and the Work Schedule is to reflect the following.

The Contractor shall furnish as part of this bid a CPM Summary Project Schedule showing the proposed construction phasing and sequencing approach of the major scope items. This CPM Summary Project Schedule shall:
- Be submitted in a hard copy format;
- Be prepared using an industry standard software platform that can reviewed by Atlanta Housing;
- Be prepared using the Critical Path Scheduling Method (CPM);
- Depict at least one critical path starting with the Notice To Proceed and ending with the Final Completion Date;
- Include critical tasks to be performed by the Owner, Prime Design Consultant, or others, for the completion of all Work; and
- Have each construction activity be resource loaded with the person-hours estimated necessary to complete the activity.

Failure to submit this CPM Summary Project Schedule shall result in the entire Bid Package being deemed non-responsive.
All bids shall be submitted in person at Atlanta Housing Headquarters to the Point of Contact for this IFB as shown below:

Qiana Ayana-
230 John Wesley Dobbs Ave NE
Atlanta, GA 30303

Deadline for bid submission: Monday June 1, 2022 from 8:00 A.M. to 10:00 A.M. EST
Virtual Bid Opening: Monday June 1, 2022 at 11:00 A.M. EST
Zoom Link: https://atlantahousing.zoom.us/meeting/register/tZYude6gqzMoG9Tq-FLVD0mK37c9WDqKBMTL

V. BID OPENING AND REVIEW OF BIDS

A. BID OPENING: No bids will be accepted after the fixed date and time for the opening of bids. All bids received will be publicly opened and read on the same day. Failure to submit bid documents in the required quantity and properly executed may result in the bid being determined Non-Responsive and rejected by AH for further consideration.

B. PRE-AWARD MEETING: AH reserves the right to conduct a Pre-Award Meeting with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but shall not be limited to:

   i. a review of the Bidder’s capacity to perform the terms and conditions of the contract;
   ii. a review of the Bidder’s understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Division Costs;
   iii. a discussion (and demonstration, if requested) of the Bidder’s expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
   iv. past performance on other AH and State/local government agencies’ contracts;
   v. current employee depth and capabilities;
   vi. financial records and resources/capabilities;
   vii. a visit to examine the Bidder’s facilities and on-hand equipment; and
   viii. any other area or aspect of the Bidder’s integrity, operations and/or capability that will assist AH in making a determination of responsibility.

AWARD: Contract Award – Sealed Bidding – Construction

A. AH will evaluate bids in response to this solicitation without discussions, and will award a contract to the Responsible Bidder whose bid, responsive and conforming to the solicitation, represents the lowest actual Responsive and Responsible Bidder, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.

B. AH may waive informalities or minor irregularities in bids received.
PERFORMANCE AND PAYMENT BOND: Upon award of the contract by AH, the Contractor shall provide and pay for an acceptable Performance and Payment Bond in the amount of 100% of the Lump Sum Base Total. IMPORTANT: The surety must be a guaranty or Surety Company which appears in the U. S. Treasury Circular No. 570 published annually in the Federal Register, and must, at a minimum, have an “A” rating according to the A.M. Best Rating Guide. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. AH shall not be responsible for the cost of the Performance and Payment Bond.

CERTIFICATE OF INSURANCE REQUIREMENTS: Before commencing work, the Contractor and each Subcontractor shall furnish Atlanta Housing with certificates of insurance showing the required insurance is in force and will insure all operations under the Contract. See Article 9 of the “General Contract Between the Authority and General Contractor” and Paragraph 36 of the HUD “General Conditions for Construction Contracts – Public Housing Programs” (Form HUD-5370) for details on the required types and levels of insurance coverage.

1.1 For purposes of this Section, AH is defined as its commissioners, officers, directors, employees, and volunteers. Contractor must maintain the minimum limits and coverage identified below during the term of this Agreement:

   i. Workers’ Compensation: Statutory limit in accordance with the laws of the State of Georgia

   ii. Employer’s Liability:

      1. $500,000 each accident for bodily injury by accident
      2. $500,000 each employee for bodily injury by disease
      3. $500,000 policy limit for bodily injury by disease;

   iii. Commercial General Liability:

      1. $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
      2. $1,000,000 for personal and advertising injury liability;
      3. $1,000,000 aggregate on products and completed operations;
      4. $2,000,000 general aggregate.

   iv. Automobile Liability:

      1. $1,000,000 combined single limit each accident
      2. Coverage shall be for any auto (including owned, hired, and non-owned autos)

   v. Professional Liability / Errors & Omissions insurance in the amount of not less than $1,000,000 per claim, unless otherwise required by AH

   vi. Cyber Liability insurance in the amount of no less than $2,000,000 per claim and $3,000,000 aggregate. In addition to having favorable cyber-risk controls and processes in place, Consultant shall have Cyber Liability Insurance with coverage to protect Atlanta Housing, including both first and third party coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this agreement and shall address network security wrongful acts; privacy wrongful acts; crisis/breach management expenses; regulatory proceedings expenses; media/content
liability expenses; digital asset expenses; business interruption costs; and cyber extortion and reward payments. The policy shall cover, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, invasion of privacy or breach of privacy violations, release of private or personally identifiable information, breach of data, cost of data recovery, unauthorized access to data or systems, information theft, damage to or destruction of electronic information, alteration of electronic information, electronic theft, telecommunications fraud, computer fraud, social engineering fraud, cyber deception, fraudulently induced transfers, ransomware, malware, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

vii. Contractor Pollution Liability: In addition, for this demolition task, Consultant shall obtain and show proof of Contractor Pollution Liability coverage in the amount of not less than $2,000,000 per claim.

1.2 The following are additional requirements with respect to insurance coverage:

i. **Additional Insured Endorsement**: Blanket additional insured coverage is required for Commercial General Liability, Automobile Liability and Cyber Liability, to include AH; its Commissioners; its officers, directors, employees, and volunteers; and any other party as may be required.

ii. **Proof of insurance must be provided to AH prior to execution of this Agreement and prior to the start of any Option Terms, as applicable.** AH specifically reserves the right to require Contractor to provide certified copies of such policy or policies.

iii. The insurance carrier must be licensed to transact business in the State of Georgia and must carry a current A.M. Best’s rating of no less than A-.

iv. Contractor agrees to notify AH in writing with 30 days’ notice of any substantial change in such insurance coverage described herein to Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5th Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested. **Substantial change** includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.

v. AH reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, AH reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

vi. The minimum insurance coverage limits outlined herein do not preclude Contractor’s contractual obligations to cover losses for which it is liable in accordance with this Agreement. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements of Article 9 of the “General Contract Between the Authority and General Contractor” and Paragraph 36 of the HUD “General Conditions for Construction Contracts – Public Housing Programs” (Form HUD-5370) for failure to furnish AH with a timely certificate or renewal of certificate, or for making an incorrect or a false representation with regard to provision of the insurance specified in Article 9 of the “General Contract Between the Authority and General Contractor” and Paragraph 36 of the HUD “General Conditions for Construction Contracts – Public Housing Programs” (Form HUD-5370).”

AVAILABILITY OF FUNDS: AH’s obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of AH for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Project Tax Benefits Treatment; AH Reservations and Procedures

AH fully reserves to itself all rights to seek, pursue and obtain various tax benefits (the Project Tax Benefits”) for which the Project, Services or Work may be eligible (such as federal, state or local income, sales and use tax credits, deductions, exemptions or exclusions, as well other related structured transfers or transactions to realize or effect such benefits), including, without limitation, the allocation of tax deduction benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

AH reserves the right to manage and administer the process of obtaining, evaluating eligibility for and monetizing any and all Project Tax Benefits associated with or derived from the Project, Services or Work. The Contractor agrees to cooperate in all reasonable respects with AH’s efforts to assess, obtain, document and monetize any such Project Tax Benefits derived from the Project, and shall not attempt to procure or claim Project Tax Benefits for itself or any of its affiliated persons or entities without the express direction and consent of AH, which shall be in writing in a formal amendment to the Agreement, that shall be duly executed by authorized officers of both AH and Contractor.

Disclosure Certification

The Contractor shall be required to make the following certification, which is included in the Contractor’s Affidavit, a required submittal to be executed and notarized. The Contractor certifies to be best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated and City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclosed to Atlanta Housing.

Atlanta Housing Opportunity Inclusion Policy (OIP) Plan

It is the policy of Atlanta Housing that Minority, Women and Section 3 Business Enterprises (MBE/WBE/SBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Bidders, proposers or contractors and their subcontractors or suppliers shall take all necessary and reasonable steps to
ensure that MBE/WBE and Section 3 Businesses shall have the maximum opportunity to compete for and perform work on contracts financed in whole or in part by federal funds. Each respondent must submit an Opportunity Inclusion Plan (OIP Plan) along with their bid response. The OIP is a plan of action which will be used to achieve diversity and equality in this solicitation. The plan must identify and include potential contracting and other economic opportunities within the scope of work as well as efforts that will be made by the respondent to provide training and employment opportunities.

Entities intending to respond to this IFB shall seek to utilize certified MBE/WBE or Section 3 businesses and agree to expend no less than 35% of the total contract price, inclusive of all modifications and amendments through work with MBE/WBE or Section 3 businesses. Respondents who, as a result of a robust, timely and documented process of solicitation to the marketplace to meet this requirement, find that it is not possible to secure that level of participation, may augment their MBE/WBE/SBE participation goal with a comprehensive detail of good faith efforts. Documented good faith efforts will be considered on their merits and in light of other respondents and their plans regarding impracticability of meeting the published goals.

Atlanta Housing Section 3 Policy

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) requires that AH ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very-low income persons. AH is committed to utilizing residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with funds from HUD. It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. The respondent will be required to submit with their proposal a Contract Compliance Affidavit (Schedule A), a MWBE & Section 3 Business Utilization Plan which list a brief description of services and supplies to be provided (Schedule B). Only the successful respondent will be required to submit monthly throughout all phases of the work the Contractor and Subcontractor Actual Utilization Report.
ATTACHMENTS TO IFB-2022-0110

1. Field Survey – 1175 Johnson Road NW

2. Tract Geosurvey
   • 1125 Johnson Road NW
   • 1175 Johnson Road NW

3. Hazardous Material Report (see attached separate file)
4. Wage Decision
"General Decision Number: GA20220134 02/25/2022

Superseded General Decision Number: GA20210134

State: Georgia

Construction Type: Building

County: Fulton County in Georgia.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<table>
<thead>
<tr>
<th>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</th>
<th>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 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 2022.</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</td>
<td>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</td>
</tr>
</tbody>
</table>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

<table>
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<tr>
<th>Modification Number</th>
<th>Publication Date</th>
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<tbody>
<tr>
<td>0</td>
<td>01/07/2022</td>
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<tr>
<td>1</td>
<td>02/18/2022</td>
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<tr>
<td>2</td>
<td>02/25/2022</td>
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</table>

ASBE0048-001 04/01/2021

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>

ASBESTOS WORKER/HEAT & FROST

https://sam.gov/wage-determination/GA20220134/2
<table>
<thead>
<tr>
<th>Employment Title</th>
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<tr>
<td>INSULATOR</td>
<td>$29.42</td>
<td>16.76</td>
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<tr>
<td>ASBE0048-002 04/01/2021</td>
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<td>FIRESTOPPER</td>
<td>$29.42</td>
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<td>BOILERMAKER</td>
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<tr>
<td>CARP0225-001 07/01/2020</td>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>CARPENTER (Drywall Finishing,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall Hanging, and Metal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stud Installation)</td>
<td>$27.25</td>
<td>10.75</td>
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<tr>
<td>ELEV0032-001 01/01/2022</td>
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<tr>
<td>ELEVATOR MECHANIC</td>
<td>$45.68</td>
<td>37.71</td>
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<tr>
<td>PAID HOLIDAYS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. New Year’s Day, Memorial Day,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independence Day, Labor Day,</td>
<td></td>
<td></td>
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<tr>
<td>Veteran’s Day, Thanksgiving Day,</td>
<td></td>
<td></td>
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<tr>
<td>the Friday after Thanksgiving,</td>
<td></td>
<td></td>
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<tr>
<td>and Christmas Day.</td>
<td></td>
<td></td>
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<tr>
<td>b. Employer contributes 8% of regular</td>
<td></td>
<td></td>
</tr>
<tr>
<td>hourly rate to vacation pay credit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>for employee who has worked in business</td>
<td></td>
<td></td>
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<tr>
<td>more than 5 years; 6% for less than 5</td>
<td></td>
<td></td>
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<tr>
<td>years’ service.</td>
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<td>ENGI0926-001 07/01/2020</td>
<td>Rates</td>
<td>Fringes</td>
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<tr>
<td>POWER EQUIPMENT OPERATOR:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backhoe/Excavator,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bobcat/Skid Loader/Skid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steer, Bulldozer,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forklift, and Loader</td>
<td>$23.24</td>
<td>13.83</td>
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<tr>
<td>Crane</td>
<td>$32.63</td>
<td>13.83</td>
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<tr>
<td>Oilier</td>
<td>$22.85</td>
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<td>PAIN1940-001 10/01/2020</td>
<td>Rates</td>
<td>Fringes</td>
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<tr>
<td>GLAZIER</td>
<td>$24.15</td>
<td>11.91</td>
</tr>
<tr>
<td>FOOTNOTE: Paid holidays: Thanksgiving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day, Christmas Day, New Year's Day,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Memorial Day, July 4th and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Day; if the employee works the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>day before and the day after the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>holiday.</td>
<td></td>
<td></td>
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<tr>
<td>PLUM0072-023 08/01/2020</td>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>PLUMBER</td>
<td>$29.48</td>
<td>15.71</td>
</tr>
</tbody>
</table>
### Rates Fringes

**PIPFITTER (Including**
**Installation of HVAC Pipe,**
**HVAC Unit, & HVAC Electrical**
**/Temperature Controls).********$ 28.48 15.91**

---

**SHEET METAL WORKER (Including**
**HVAC Duct Installation;**
**Excluding Metal Roof**
**Installation)...............$ 31.54 13.58**

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**ACOUSTICAL CEILING MECHANIC......$ 15.00 0.00**

**ALARM INSTALLER.................$ 18.49 3.88**

**BRICKLAYER.......................$ 16.00 0.00**

**CARPENTER, Excludes**
**Acooustical Ceiling**
**Installation, Drywall**
**Finishing/Taping, Drywall**
**Hanging, Form Work, and Metal**
**Stud Installation................$ 17.86 3.62**

**CEMENT MASON/CONCRETE FINISHER...$ 15.08 3.36**

**ELECTRICIAN (Low Voltage**
**Wiring and Installation of**
**Sound and Communication**
**Systems).........................$ 22.44 5.42**

**ELECTRICIAN, Excludes Low**
**Voltage Wiring and**
**Installation of Alarms and**
**Sound and Communication**
**Systems..........................$ 22.78 5.27**

**FLOOR LAYER (Carpet, Vinyl**
**and Resilient Flooring).........$ 20.00 0.00**

**FORM WORKER.....................$ 12.20 **

**INSULATOR (Batt, Blown and**
**Foam).............................$ 17.67 0.14**

**IRONWORKER, REINFORCING.......$ 20.48 8.41**

**IRONWORKER, STRUCTURAL.......$ 20.00 0.35**

**LABORER: Common or General....$ 11.39 **

**LABORER: Flagger..................$ 13.44 **

**LABORER: Landscape...............$ 12.19 **

**LABORER: Mason Tender - Brick...$ 9.00 **
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RATE</th>
<th>O/F</th>
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<tbody>
<tr>
<td>LABORER: Pipelayer</td>
<td>$12.00</td>
<td>0.23</td>
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<tr>
<td>OPERATOR: Asphalt Spreader</td>
<td>$16.53</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$17.52</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Roller</td>
<td>$14.49</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Screed</td>
<td>$14.17</td>
<td>0.00</td>
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<tr>
<td>PAINTER: Brush, Roller and Spray</td>
<td>$16.00</td>
<td>1.62</td>
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<tr>
<td>ROOFER, Excludes Installation of Metal Roofs</td>
<td>$10.49</td>
<td>0.64</td>
</tr>
<tr>
<td>SHEET METAL WORKER (Metal Roofs Installation)</td>
<td>$21.75</td>
<td>0.00</td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$22.69</td>
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<td>TILE FINISHER</td>
<td>$10.36</td>
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<tr>
<td>TILE SETTER</td>
<td>$20.00</td>
<td>0.00</td>
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<tr>
<td>TRUCK DRIVER: Dump Truck</td>
<td>$16.05</td>
<td>2.92</td>
</tr>
<tr>
<td>TRUCK DRIVER: Lowboy Truck</td>
<td>$17.41</td>
<td>0.00</td>
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</tbody>
</table>

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

**Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.**

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 https://www.dol.gov/agencies/whd/government-contracts.

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.
WAGE DETERMINATION APPEALS PROCESS

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 National Office because National Office has 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.

=================================================================

END OF GENERAL DECISION
HUD FORMS AND SCHEDULES

(Mandatory Submittals)

1) HUD General Conditions for Construction Contracts – Public Housing Programs (Form HUD-5370) Submit with Bid
2) Instructions to Bidders for Contracts” (Form HUD-5369) Submit with Bid
3) Bid Execution and Acceptance- Submit with Bid
General Contract Conditions for Small Construction/Development
Contracts

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $150,000.

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

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

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

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

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

4. Default

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

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

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

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

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

5. Termination for Convenience

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

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

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

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

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
(1) Workers’ Compensation, in accordance with state or Territorial Workers’ Compensation laws.

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

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

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

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

7. Contract Modifications

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

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

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

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

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

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

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

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

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

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor
breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker’s Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

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

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

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

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

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

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

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

9. Examination and Retention of Contractor’s Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the
qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

(f) Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.


(a) Minimum Wages.

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

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

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

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

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

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

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

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

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

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

c) Payrolls and Basic Records.

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

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

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

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

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

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

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

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

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

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

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

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

(k) Certification of Eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government
contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


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

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

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

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
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1. Bid Preparation and Submission

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

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder’s name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initated 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 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] —

[X] (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 disbursement 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 subcontractors 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 [ ] 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.
Instructions to Bidders for Contracts
Public and Indian Housing Programs
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 facsimile machine, 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.
9. Bid Guarantee (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall consist of at least one of the following: (a) two performance and payment bonds each for 50 percent of the total contract price; (b) separate performance and payment bonds, each for 50 percent of the contract price; (c) an irrevocable letter of credit for 10 percent of the total contract price; or, (d) a 25 percent irrevocable letter of credit; or, (e) a letter of credit in an amount equal to the bid guarantee. Failure to submit a bid guarantee 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] —

[x] (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.

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 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 subcontractors 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 and 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.
BID EXECUTION AND ACCEPTANCE

If this bid is submitted by a joint venture, each business shall provide the information requested below AND a copy of the Joint Venture Agreement must be included with your bid. Failure to provide the Joint Venture Agreement shall result in the Entire Bid Package being deemed non-responsive. Failure to submit this Bid Execution and Acceptance page shall result in the entire Bid Package being deemed non-responsive.

By signing this Bid Execution and Acceptance page and submitting this bid, the Contractor acknowledges and agrees to the following: (1) that it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained herein, shall remain firm if accepted by AH within one hundred eighty (180) calendar days of the date of the bid opening; (3) that the Contractor shall be bound by the terms and conditions of the Contract; and (4) that the Contractor shall perform the Work for the total amount of compensation within the time frame specified below based upon the Contractor’s bid contained herein, as entered below by AH’s Contracting Officer, provided that the bid is accepted by AH and this Contract Document is executed by AH’s Contracting Officer.

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this bid are true and correct.

(Affix Corp. Seal)

If a Corporate Seal is not affixed, this document must be notarized

(Business/Contractors Name)

(Signature of Officer)

(Printed or typed name)

(Title)

(If Contractor is a Corporation, President, Vice President, Partnership, Partner or other Officer should sign, and evidence of authority must be submitted.)

Subscribed and sworn to before me on this ___ day of ____________, 2022

(Notary Public)

Contractor Information

(Street Address)

(City, State, Zip Code)

(Telephone)

(Facsimile)

(E-mail)

(Tax ID #)