

**ROCHESTER HOUSING AUTHORITY
ROCHESTER, NEW HAMPSHIRE**

SPECIFICATIONS

for

**Replacement Kitchen Sink waste piping
AT**

Well Sweep Acres, Magic Ave and Gonic Developments

Development NH 8-1

COMMISSIONERS

MARK HOURIHANE, Chairman

CIDER BERRY Vice Chair

JANET DAVIS

FRED GLIDDEN

CHRISTINE McCLUSKEY

STACEY PRICE

EXECUTIVE DIRECTOR

OTIS E. PERRY

CAPITAL FUND MANAGER

**CFP 501-20-21
RHA CONTRACT NUMBER:21-02**

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* (only needed for contracts in excess of \$35,000)

SECTION 1.3
INVITATION TO BID

The Rochester Housing Authority (603) 332 4126 will receive sealed bids for Replacement of Kitchen Sink waste piping developments Well Sweep Acres, East Rochester and Gonic until 9:00 A.M. Monday, April 12, 2021 in the document in box at the RHA office, 77 Well Sweep Acres, Old Farm Lane, Rochester, NH. After appropriate waiting period (at least 2 days) the bids will be opened and the results published on the Authorities Web site.

Contract documents are available electronically by contacting the RHA office at 603 332 4126 or Otis E Perry Consulting at 603 749 2742. Questions are referred to Otis E. Perry (603) 749-2742.

Payment of not less than the minimum salaries and wages set forth in the Contract Documents and evidence that employees and applicants for employment are not discriminated against because of race, color, ethnicity, sex, marital status, age, or physical or mental handicaps will be required of the successful low bidder. Minority and Woman's Business Enterprises are encouraged to submit proposals or subcontract (to a General Contractor who has submitted one) for this project.

A certified check or bank draft payable to the Rochester Housing Authority or a satisfactory bid bond in an amount equal to 5% of the bid must be submitted with each bid. If the bid price exceeds \$35,000, the successful bidder will be required to furnish and pay for a satisfactory performance bond and labor and materials bond, each in the amount of 100% of the value of the work. Bonds shall be signed by a guaranty or surety company authorized to do business in NH and listed in Treasury Circular 570. A non-revocable letter of credit for 100% of the value of the contract may be substituted for the performance and payment bond at the sole discretion of the RHA.

Because of the restrictions mandated by the Covid epidemic, there will not be a scheduled walk through. Contractors wishing to see a sample unit may make arrangements with the Authority or Otis E Perry.

The Rochester Housing Authority reserves the right to retain all bid surety deposits until the execution of a contract and to waive any informalities in the bidding.

Stacey Price
Executive Director

SECTION 01.4
INSTRUCTIONS TO BIDDERS

The following instructions are in addition to those in the Invitation for Bids and HUD Form 5369 Instructions to Bidders for Contracts, Section 1.4A of these specifications.

1. USE OF SEPARATE BID FORMS

Attention is directed to the fact that these Contract Documents include a complete set of bidding and contract forms. These are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, or executed.

2. BID FORMS

All bids must be submitted on forms furnished by the Rochester Housing Authority and shall be subject to all requirements of the Contract Documents. Bid forms will be furnished in duplicate, one to be submitted with the bid and one to be retained by the bidder for his records.

3. BIDDING PROCEDURES

a. The bid shall include the following:

1. The Bid Form - Section 1-07
2. The Bid Bond
3. Form of the Non-Conclusive Affidavit and Certification of Drug Free Work Place
4. Completed Certifications and Representations of Bidders HUD Form 5369A

b. The bid shall be contained in a sealed envelope bearing the following information:

1. The title and Contract Number shown on the cover page of this package.
2. Name, Address of the Contractor

c. The sealed envelope shall be addressed to:

Ms Stacey Price
Rochester Housing Authority
77 Olde Farm Lane
Rochester, N.H. 03867

d. If Bidding documents are to be forwarded by mail, the sealed envelope identified in paragraph 3.b shall be placed in an outer envelope

4. BIDDER'S CONSTRUCTION EXPERIENCE

Before a bid is considered for award, the bidder may be requested by the Rochester Housing Authority to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, and financial resources.

5. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as stated in paragraph 5 HUD Form 5369, Instructions to Bidders.

6. OPENING OF BIDS

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened, publicly read aloud, and tabulated irrespective of any irregularities therein. Bid results will be published on the Authority's Web site and be available at the main office. Information will be provided allowing for attendance in the bid opening by ZOOM or other Web based system. Bidders wishing to attend remotely should indicate that ahead of time.

7. EQUAL EMPLOYMENT OPPORTUNITY

Attention is called the Equal Employment Opportunity provisions of the contract (paragraph 39 of the General Conditions) and the requirements for affirmative action by the Contractor.

8. PRECONSTRUCTION CONFERENCE

Either before or soon after the actual award of the Contract (but in any event prior to the start of construction), the Contractor or his representative shall attend a preconstruction conference with representatives of the Rochester Housing Authority. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed and will inform the contractor in detail of the obligations imposed on him and his subcontractors by the provisions will also be covered. Major subcontractors will also be required to attend this conference. The date, time, and place of the conference will be furnished to the contractor by the Rochester Housing Authority.

9. BIDDER'S RESPONSIBILITY AND QUALIFICATION

a. Each bidder shall be held to have:

1. Thoroughly examined all parts of the Contract Documents including any addenda, if issued;
2. Inspected the site and examined the existing conditions;
3. Read or examined, understood and accepted all implications of the documents unless he files with the Rochester Housing Authority, in writing, request(s) for clarification or interpretation of any specific part(s) of the documents in accordance with paragraph 10.b following;

4. Included in his proposal only materials, products and systems that comply with the requirements specified, or those duly approved in accordance with paragraph 10.b and 10.d following.
- b. Each bidder must demonstrate the following minimum qualifications the order to be considered as a qualified bidder. The Owner reserves the right to impose any other qualifications provided they are applied to all bidders equally.
1. A contractor or subcontractor must not be on lists of contractors ineligible to receive awards from the United States of America, as furnished by HUD.
 2. A bidder must maintain a permanent place of business.
 3. A bidder must have adequate plant and equipment available to execute the work properly, completely, and expeditiously.
 4. A bidder must have appropriate technical experience.
 5. He must have suitable financial resources to meet the obligations incidental to the work. The ability of a bidder to obtain a performance bond will not be regarded as the automatic assurance of a bidder's competence or responsibility.

10. COMMUNICATIONS

- a. The Bidders shall direct all communications regarding this project to the Housing Authority of the City of Rochester.
- b. Requests for clarification or interpretation of the documents and approval of materials, products and systems claimed to be equal to those specified, must be in writing and be received by the Housing Authority of the City of Rochester not less than eight (8) calendar days prior to the stated date of receipt of bids. Requests for approval of "equal" items shall be accompanied by sufficient information to establish the quality, performance, adaptability to the established design, and any other pertinent characteristics for the purpose of making fair comparisons with the specifications.
- c. A request for extension of bidding period shall be made, in writing, as soon as practicable, but must be received by the Housing Authority of the City of Rochester no later than five (5) business days prior to the stated date of receipt of bids.
- d. The Housing Authority of the City of Rochester will respond to written communication from bidders only in written addenda. All addenda will be distributed by mail to all holders of the Contract Documents. Requests for "equal" substitutions not specifically approved in addenda shall be considered to have been disapproved.

11. SUCCESSFUL BIDDER'S OBLIGATIONS

P. 1.4.3

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- a. The successful bidder, by the act of submitting a proposal, obligates himself to the following:
1. Return to RHA a completed Section 3 Opportunities Plan (section 2.4A of this specification) within 4 days of the bid opening.
 2. He shall commence work within seven (7) days after receiving the notice of intent to award contract or the notice to proceed, or the execution of the contract, whichever the earliest.
 3. He shall substantially complete the work specified herein within the time specified in Section 2.4, Special Conditions.

Note: Special attention is called to the legal requirements contained in Paragraph 33 of HUD Form 5370, General Conditions, pertaining to time of completion and liquidated damages.

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WAGE RATES

"General Decision Number: NH20210002 01/01/2021

Superseded General Decision Number: NH20200002

State: New Hampshire

Construction Type: Residential

Counties: Hillsborough, Rockingham and Strafford Counties in New Hampshire.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that

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this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

* SUNH1994-002 09/06/1994

	Rates	Fringes
Carpenter (includes drywall hanging).....	\$ 11.11	
Drywall finisher.....	\$ 13.57	
Electrician.....	\$ 10.89	
Laborer, general.....	\$ 8.85	
Painter _(does not include drywall finishing).....	\$ 9.28	
Plumber (includes HVAC piping).....	\$ 11.70	
Power equipment operators: Backhoe.....	\$ 11.47	
Roofer.....	\$ 11.72	

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

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

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

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

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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.

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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 Regional Office for the area in which the survey was conducted

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because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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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)).

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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

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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:

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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

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

END OF GENERAL DECISION

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SECTION 1.7
BID FORM

----- Bid for Pavement repairs/replacement at Cold Spring Manor CS 17-03 -----

To: Rochester Housing Authority
Well Sweep Acres
77 Olde Farm Lane
Rochester, New Hampshire 03867

From _____

Fed Tax ID _____
email _____

Gentlemen,

1. The undersigned having familiarized (him/herself) (themselves) with local conditions affecting the cost of the work, and with the Specifications and Addenda (s) _____, if any thereto, as prepared by the Rochester Housing Authority and on file in the office of the Rochester Housing Authority, hereby proposes to furnish all labor, materials, equipment, and services to construct and complete **Kitchen Sink Waste Pipe replacement** at Well Sweep Acres, Gonic and East Rochester Developments, Rochester NH. Contract Number 21-01 all in accordance therewith for the sum of:

BASE BID _____

Unit Price per kitchen if done individually _____

2. In submitting this bid, it is understood that the right is reserved by the Rochester Housing Authority to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the bid opening thereof, or at anytime thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him/her for signature.

3. Security in the sum of _____ dollars (\$ _____) in the form of _____ is submitted herewith in accordance with the specifications.

4. Attached hereto is a completed copy of HUD Form 5369A, Representations, Certifications and Other Statements of Bidders which bidder understands constitutes agreement with the various representations of workplace practices and record keeping. Note: The penalty for making false statements in offers is prescribed in 18 U.S.C: 1001.

5. By signing this bid form the bidder agrees to comply with the provisions and requirements of Section 3 of the Housing Act of 1968 regarding employment opportunities for low income residents of public housing and the local area as explained in section 2.4 and 2.4a of this specification.

Date: _____
Name of Bidder _____

Official Address: _____

BY _____

TITLE _____

SECTION 1.8

HUD FORM 5369A REPRESENTATIONS, CERTIFICATIONS, and OTHER STATEMENTS OF BIDDERS

1.8.1 A copy (provided) of the attached form (HUD 5369A) filled out in all places required must accompany each bid. The form must be filled out in the following places (each bidder should read the form and determine for themselves if the proper certifications are made. This section is for guidance only.)

Blanks to filled in:

Para 1,d,(2)

Para 2,b, (1) and (2)

Para 4(b)

Para 7a,b,c

Para 8a,b

Para 11a

Para 12 No longer required

Para 13 in full.

Previous edition is obsolete form HUD-5369-A (11/92)

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

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian Housing
Previous edition is obsolete form HUD-5369-A (11/92)

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid

non-responsive. No contract award will be made without a properly executed affidavit.

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

2. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(applicable to contracts exceeding \$100,000)

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

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of

interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

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

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

5. Bidder's Certification of Eligibility

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

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs. Page 2 of 3

Previous edition is obsolete form HUD-5369-A (11/92) 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.

6. Minimum Bid Acceptance Period

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

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

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

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement.

The bidder allows the following acceptance period: calendar days.

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

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

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

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

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

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

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

(Check the block applicable to you)

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

8. Indian-Owned Economic Enterprise and Indian

Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise.

"Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a

member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska

Native Claims Settlement Act.

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

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

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

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

OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an

interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

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

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

10. Certification of Non-segregated Facilities (applicable to contracts exceeding \$10,000)

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity

clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

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

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract is, is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

SECTION 1.8A
NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT
And Certificate of Drug Free Work PLace

(To be modified if law requires other Form)

A F I D A V I T
(Prime Bidder)

State of _____)

County of _____)

being first duly sworn, deposes and says:

1. That undersigned is _____(a partner or officer of the firm of, etc.)_____ the party making the foregoing proposal or bid;
2. That such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the _____(Owner)_____ or any person interested in the proposed contract; and
3. That no identity of interest exists or will exist between Bidder and the Owner or Architect.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. provides as follows: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the Owner in the general contractor;
- (b) If any of the officers or directors of the Owner is also an officer, director, or stockholder of the general contractor;
- (c) If any officer or director of the Owner has any financial interest whatsoever in the general contractor;
- (d) If the general contractor advances any funds to the Owner; including providing a land option or any of the costs of obtaining a land option;

- (e) If the general contractor provides and pays, on behalf of the Owner, the cost of any architectural or engineering service other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with his/her obligations under the construction contract;
- (f) If the general contractor has any interest in the Owner corporation as part of the consideration for payment;
- (g) When there exists (or comes into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or canceling any financial interest whatsoever in the architectural firm;
- (h) When the contractor or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;
- (i) When the architect has stock or any financial interest in the contractor.
- (j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required architectural services; or where the contractor, or any officer, director, stockholder or partner of such providing an architectural service, acts as a consultant to the project architect.
- (k) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or canceling any of the required closing documents.

Signature of:

Bidder, if the Bidder is an individual;

By _____ Partner, if the Bidder is a partnership;

Title _____ Officer, if the Bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 200__.

My commission expires _____, 200__.

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & 3

SECTION 1.9
BID BOND

The attached form of the bid bond may be used by the bidder. A form provided by the bidder's insurance company or agent may also be used, as long as all of the information required in the attached form is provided including the certificates.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____

_____, as PRINCIPAL, and _____, as SURETY, are

held and firmly bound unto HOUSING AUTHORITY of the City of ROCHESTER , hereinafter called the "Local Housing Authority", in the penal sum of _____ Dollars, lawful money in the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____,

20____, for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within ninety (90) days after the said opening, and shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written contract with the Local Housing Authority in accordance with bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principapl shall pay the Local Housing Authority the difference between the amount specified in said bid and the amount for which the Local Housing Authority may procure the required work or supplies or both if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (Seal)

(Business Address)

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By _____ Affix
Corporate Seal

Attest:

(Corporate Surety)

By _____ Affix
Corporate Seal _____

The following shall be filled in by the Surety Company.

The Rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____.

(Power of attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
of the corporation named as Principle in the within bond; that _____
_____, who signed the said bond on behalf of the Principal was then _____
of said corporation; that I know his signature and his signature thereto is genuine; and that said
bond was duly signed, sealed, and attested to for and in behalf of said Corporation by authority
of its governing body.

SECTION 1.10
FORM OF CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and _____ by and between _____ a corporation organized and existing under the laws of the State of New Hampshire, hereinafter called the "Contractor" and the Housing Authority of the City of Rochester, hereinafter called the "Local Housing Authority", a public body corporate and politic, organized under the Housing Authorities Law of the State of New Hampshire.

WITNESSETH, that the Contractor and the Local Housing Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1 - Statement of Work

The Contractor shall furnish all labor, materials, equipment and services, and perform and complete all work required for _____ in strict accordance with the Specifications for _____ and addenda thereto numbered _____ and _____, dated _____ and _____, and the drawings referred to incorporated herein by reference and made a part hereof.

ARTICLE 2 - The Contract Price

The Local Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ which amount consists of the Base Bid .

ARTICLE 3 - Contract Documents

The Contract shall consist of the following component parts:

- a. This Instrument
- b. General Conditions
- c. Technical Specifications

This Instrument together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of the Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provision in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three (3) original counterparts the day and year first above written.

Contractor

Attest:

By _____

Title

Address _____

Attest:

ROCHESTER HOUSING AUTHORITY

By _____

Stacey Price

Title _____

Title Executive Director

(Seal)

(Print or type the names underneath all signatures)

CERTIFICATIONS

I, _____, certify that I am the _____ of the corporation named as Contractor herein, that _____ who signed this contract on behalf of said Contractor, was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its governing body, and is within the scope of its corporate powers.

Corporate Seal

I HEREBY CERTIFY that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this Contract for the Rochester Housing Authority, had authority to execute same, and is the individual who is authorized to sign modernization contract on behalf of this Authority.

(Print or type the names underneath all signatures.)

SECTION 1.11
PERFORMANCE BOND

(This form is provided for information only. Forms developed by the Insurance company may be used if approved by RHA)

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, organized under the laws of the State of _____, having a usual place of business in _____, as principal, and _____, a corporation organized under the laws of the state of _____, as a surety, are beholden and stand firmly bound and obligated unto the Rochester Housing Authority, its successors and assigns, in the sum of _____ dollars (\$ _____) lawful money of the United States of America to and for the true payment whereof, we bond ourselves and each of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by means of a written agreement dated _____, 20____, entered into a Contract with Housing Authority of the City of Rochester (herein after Rochester Housing Authority) for _____ a copy of which is attached hereto and by reference made part hereof.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH that it the same Principal and his subcontractors shall well and truly keep and perform all agreements, terms and conditions in said Contract set forth and specified to be by said Principal kept and performed, and shall well and truly indemnify and save harmless said Rochester Housing Authority as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

And the Surety, for value received, hereby stipulates and agrees that no extension of time, or change or alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations, or addition to the terms of the Contract or the work or to the specifications.

In the event that the contract is abandoned by the Principal, or is terminated by the Rochester Housing Authority under the provisions of said Contract, said Surety hereby further agrees that said Surety shall, if requested in writing by the Rochester Housing Authority, take action as is necessary to complete said contract.

This bond shall become effective at the same time as the contract annexed hereto for the construction herein before mentioned.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this _____ day of _____, 20__.

WITNESS

_____ (seal)

Name of Individual Principal

address: _____

Witness

_____ (seal)

Name of Corporate Principal

Address _____

Name of Surety

By _____

Title _____

Address _____

(Power of Attorney for Person executing bond for Surety Company must be attached)

The following shall be filled in by Surety Company:

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charge is \$ _____.

SECTION 1.12
PAYMENT BOND

(General Contractor)

(This form is provided for information only. Forms developed by the Insurance company may be used if approved by RHA)

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, organized under the laws of the State of _____, having a usual place of business in _____, as principal, and _____, a corporation organized under the laws of the state of _____, as a surety, are beholden and stand firmly bound and obligated unto the Housing Authority of the City of Rochester (hereinafter The Rochester Housing Authority), its successors and assigns, in the sum of _____ dollars (\$ _____) lawful money of the United States of America to and for the true payment whereof, we bond ourselves and each of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by means of a written agreement dated _____, 20____, entered into a Contract with Rochester Housing Authority for

_____ a copy of which is attached hereto and by reference made part hereof.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH that it the same Principal and his subcontractors shall pay for all labor performed or furnished, for all equipment hired, including trucks, for all materials used or employed in such construction, including lumber so employed which is not incorporated in the work, and for fuels, lubricants, power tools, hardware and supplies purchased by said Principal and used in carrying out the Contract, and for labor and parts furnished upon order of said contractor for the repair of equipment used in carrying out said Contract, this agreement to make such payment being in compliance with the requirements of Section 16 of Chapter 447, of New Hampshire Revised Statutes Annotated, 1955, to furnish security thereunder and being in fact such security, and if said Principal shall well and truly indemnify and save harmless said Rochester Housing Authority against all counsel fees paid or incurred by said Authority as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

P.1.12.1

And the surety, for value received, hereby stipulates and agrees (1) that no extension of time, or change or alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations, or addition to the terms of the Contract or the work or to the specifications; (2) that in case of liabilities not covered by Section 16 of Chapter 447 as amended, but covered by this bond, then the provisions of this bond shall control.

In addition to the obligations of the undersigned enumerated above, this bond is also made for the use and benefit of all persons, firms and corporations, who may furnish any materials or perform any labor for or on account of said Contract, or rent or hire out any appliance or equipment used or employed in the execution of said Contract, and they and each of them are hereby made obligees here under the same as if their own proper respective names were written herein as such, and they and each of them may proceed or sue hereon, and in case of failure of said Principal to carry out the foregoing provisions made for the use and benefit of any said persons, firms and corporations, the Rochester Housing Authority as an additional remedy may maintain an action against the undersigned in his own name, but in trust for and for the benefit of said persons, firms and corporations.

This bond shall become effective at the same time as the contract annexed hereto for the construction herein before mentioned.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this _____ day of _____, 20____.

WITNESS

(seal)
Name of Individual Principal

Address: _____

WITNESS

(seal)

Name of Corporate Principal

Address _____

Name of Surety

By _____

Title _____

Address _____

(Power of Attorney for Person executing bond for Surety Company must be attached)

The following shall be filled in by Surety Company:

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charge is \$ _____.

SECTION 1.13
GENERAL CONDITIONS

1.13.1 The attached General Conditions of the Contract for Construction; HUD Form 5370EZ (1/2014) are a part of the specifications and contract for work and should be carefully read by all bidders.

If the base bid exceeds \$150,000, HUD Form 5370 shall be substituted for the General Conditions in the final contract. Bidders may receive a copy of the latest HUD General Conditions from the Rochester Housing Authority or by going on line to:

<http://portal.hud.gov/hudportal/documents/huddoc?id=5370.docx>

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

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.

- (a) Except for disputes arising under the **Labor** 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

- (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

(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.

(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);

(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 notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(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.

14. Labor Standards - Davis-Bacon and Related

(a) Minimum

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

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

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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

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

(c) **Payrolls and Basic Records.**

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 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.

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

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

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

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

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

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

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

(k) Certification of Eligibility.

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

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

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

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

(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.

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Stacey Price, Executive Director
Housing Authority of the City of Rochester
77 Olde Farm Lane
Rochester, NH 03867

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.1
SCOPE OF SERVICES

2.1.1

A. Furnish all labor, materials, equipment, and related items to complete the Replacement of existing kitchen sink waste piping with the specified pipe and clean out at the following RHA Residential properties: Well Sweep Acres, Gonic and East Rochester. 99 units total.

- a. All work will be done according to these specifications and applicable codes..
- b. Remove and properly dispose of the existing pipe and screening box under sinks.
- c. Install new pipe in existing locations., using 1.5 Inch schedule 40 PVC pipe to make up to existing threaded connection in cast iron stack. Install, in the area formally behind the screened box, a wye cleanout. Make sure the wye piece is turned at least 15 degrees above horizontal to keep running water from spilling out when clean out is in use.
- d. Install plywood or metal rat shield around the pipe as it penetrates the wall at the cast iron stack.
- e. Do not replace the box screen.
- f. See pictures in section 1.6 for expected result of work.

2.1.4 General Provisions:

- a. The contractor shall at all times exercise reasonable precautions for the safety of all persons. The contractor shall insure that care is exercised to avoid damaging shrubs, poles, signs, etc. adjoining the work area. The contractor shall promptly repair any damage caused by his operation. The contractor shall provide warning and safety devices and take other precautions as may be necessary to protect life and property.
- b. The contractor shall at all times restrict his operations to Rochester Housing Authority lands as authorized by the or the Rochester Housing Authority. The contractor expressly undertakes at his own expense to:
 - 1. Take every precaution against injury to persons or damage to property,
 - 2. Store his apparatus, materials, supplies and equipment in such orderly fashion at the site as will not unduly interfere with progress of his or the work of others.

P.2.1.1

3. Clean up frequently all refuse, rubbish, scrap material, and debris caused by his operation; to the end that at all times the site and work shall present a neat orderly and workmanlike appearance.

4. Before final payment, put the site in a neat orderly condition.

5. Special provisions: Because of the special conditions surrounding the Covid Epidemic, the work will be done as units become vacant. The Housing Authority will inform the contractor of any pending vacancies as soon as the information is available. The contractor shall have one week after the vacancy occurs or two weeks after the being notified to complete the work.

If/when the Covid restrictions are over, the contract will revert to a standard contract with 1/2 a working day each to complete the remaining units.

SECTION 2.2
MATERIALS

2.2.1 GENERAL: All equipment and materials furnished in connection with this installation shall be only new, first quality and of a grade satisfactory to the Authority. They shall be of the best grade and quality of their respective kinds, free from natural, manufacturing or construction flaws, defects or irregularities and finish; fittings and workmanship shall be equal to the highest commercial grade. The Authority shall have the right to reject any part of the work in case the material is not of satisfactory quality and the contractor shall replace same with acceptable work at his own expense.

The contractor shall be responsible for the maintenance and protection, from loss or damage, from any cause, of all equipment, materials, and tools supplied by him and stored or installed on the job site, until the final acceptance of the work by the Authority.

The contractor shall do all handling of his materials and equipment and the resulting cleanup, at his expense, in a safe and satisfactory manner. Special attention shall be paid to the protection of life and property and the equipment or apparatus handled, and any corresponding damages shall be replaced, repaired, or paid for by the contractor as approved by the Authority.

The contractor shall store his materials and equipment in the location designated by the Authority and maintain the storage area in a safe condition.

2.2.2 Schedule 40 PVC 1+1/2 and 2 inch as needed. new tail pieces pvc traps and basket strainers as needed.

SECTION 2.3
EXECUTION

- 2.3.1 All work shall be first class under the standards of the trade. All work shall be performed according to the latest version of all National, state and local codes .
- 2.3.2 It is the responsibility of the contractor to keep debris at a minimum and to remove debris at the end of each wok day.
- 2.3.3 Work may take place between the hours of 8:00 AM and 5:00 PM Monday through Friday. No radios broadcasting generally will be allowed.
- 2.3.4 Personal face masks shall be worn at all times while in the units and special Covid sanitary protocols shall be observed.

P.2.3.1

SECTION 2.4
SPECIAL CONDITIONS

2.4.1 Wage Rates: Attention is drawn to the Federally mandated wage rates attached as Section 1.5 of these specifications and the rules to be observed in paying them attached in the General Conditions; Section 1.13. Contractors are encouraged to refer to HUD Handbook 1344.1 rev 2, dated Sep 2013, Federal Labor Standards Compliance for detailed information on labor standards and their administration.

Chapter 7, especially paragraphs 7-7 and 7-11, deals with defining the classifications and determining if an employee is a laborer or a mechanic. Essentially a person who uses tools of the trade is a mechanic no matter what his/her skill level. The only exception to this is a person registered in an approved apprenticeship program for whom an apprenticeship agreement has been filed with the RHA.

HUD Labor Relations Letter No LR 96-01 makes clear that sole proprietors and partnerships where the owner(s) is working on the job but not as a supervisor (i.e. has no employees of his working on the job), may not file their own wage reports but must be carried on the report of the contractor or sub contractor who has hired them.

A representative of the Rochester Housing Authority will perform interviews of a random sample of employees working on this job. Those workers will be required to answer the questions of the interviewer. Failure to answer the questions may cause the job to be shut down. Answering the questions untruthfully is a violation of the law. Contractors are required to notify their employees of the possibility of the interviews and the wage rate they will be paid while working under this contract.

2.4.2 Method of payment: The work shall be paid for upon requisition for completed work. Requisitions shall be made on HUD Form 51001 "Periodic Estimate for Partial Payment" - submission may be made electronically, Fax submission will not be accepted. Requisitions will be supported by the following forms when appropriate: HUD 51002 Schedule of Change Orders,

P.2.4.1

51003 Schedule of Materials Stored and HUD 51004 Summary of Materials Stored. Percent of work will be compared against HUD Form 51000 Schedule of Amounts for Partial Payments submitted by the contractor at the pre-construction conference. The Housing Authority may retain 10% of requisitioned funds until the work is completed. After 1/2 of the work is completed the contractor may petition the Authority in writing to stop taking further retainage.

Requisitions may be submitted electronically by a pdf as long as they are properly signed.

For the work done on individual kitchen units while Covid protocols are in place, payment may be requested for each completed bathroom using the methods and forms outlined above. Retainage will not be kept from these payments

2.4.3 Time for Completion: The contractor shall commence work within seven (7) days of the Notice to Proceed and shall complete all work related to this project within **60** calendar days from the date of such Notice to Proceed. If for any reason weather or shipping delays should occur the contractor shall notify the Housing Authority in writing of such and request a time extension. This notification must be sent before the Completion Date set by the contract and other change orders, if any.

2.4.4 If the contract is not completed by the dead line established by paragraph 2.4.3 above , then liquidated damages shall be assessed. **§ 5.4 Liquidated Damages**

If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion in the Contract all within such further times as may be properly granted by the Owner in accordance with the provisions of this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of \$100.00 per day for each calendar day beyond the dates set forth in the Agreement that the Contractor fails to achieve Substantial Completion of occupancy for the Project. The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or his Surety shall pay the amount of the difference.

2.4.5 Other Conditions:

P.2.4.2

1. Timing: Contractors shall confirm with the owner the scheduled date of demolition or construction work prior to proceeding with such work. The contractor shall also be responsible for notifying, in writing, all occupants of units in which they propose to work. The notice shall contain: the nature of the work, the date and time of that work, and the expected duration of the work. The notice shall be delivered to the residents at least 48 hours prior to commencing the work.

All work will be done within the hours of 8:00 AM and 5:00 PM Monday through Saturday. Residents shall not be left without heat over any night and planned shutdowns of heat shall not last longer than four hours without express permission of the RHA.

2. Measurements: It is the contractors responsibility to verify all measurements and descriptions in the field.
3. Drawings: Any work that is in conflict with the drawings shall be brought to the attention of the owner for resolution. Failure by the contractor to bring forth such discrepancies shall cause the contractor to complete the work in question as directed at no additional charge to the owner.
4. Cleaning: All tools and uninstalled materials must be removed from each unit at the end of the day. Units must be cleaned (carpets vacuumed and floors swept and washed) at the end of each working day.
5. Submittals: Contractors are required to submit 3 copies of the shop drawings of all equipment, fixtures, and materials required for the job.
6. The contractor shall at the request of the Housing Authority assist the Authority by completing forms required by the Incentive programs for rebates available to the Authority.

2.4.6 Fees and Permits: The contractor is responsible for obtaining all permits required by the city of Rochester or the state. The cost of such permits shall be born by the contractor.

2.4.7 Section 3 Employment requirements:

a. General Requirements - In addition to the requirements for equal employment opportunity, Section 3 of the Housing Act of 1968 requires that Public Housing Authorities and contractors hired by them make a good faith effort to hire persons meeting the low income standards for work paid for with federal dollars. To that end the Housing Authority of the City of Rochester has adopted a special section of its procurement procedures, which require contractors bidding on work to certify that they will comply with the following requirements of Section 3. This certification is contained in the bid form SECTION 1.7 of these specifications.

b. Employment requirements of Section 3 --- A prime contractor or its subcontractor(s) may meet resident hiring requirements through:

1. Direct hiring of Section 3 Residents including RHA public housing residents, Section 8 residents, and/or low and very low income neighborhood residents, or

2. A subcontract or joint venture with a Section 3 Business or a resident owned business. The business must be 51% or more owned by low income public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more low income public housing residents, Section 8 residents or low and very low income individuals who reside in the City of Rochester.

Contractors wishing to become certified as a Section 3 Concern should contact the RHA for information and assistance in obtaining that certification.

c. The RHA goal is that 30% of new hires by contractors working for the authority shall be section 3 qualified individuals. Contractors submitting bids under this specification and who certify that they are Section 3 Concerns or who can certify that new hires will be section 3 eligible may receive preference in the award of this contract.

d. Low bidders will be required to submit to the RHA a completed Section 3 Opportunities Plan within Four business days of the bid opening, failure to submit the plan may cause the authority to request a plan from the next highest bidder. Copies of the plan form are attached as section 2.4A of this specification.

SECTION 2.4A
SECTION 3 OPPORTUNITIES PLAN

This form must be filled out and submitted to the housing authority within four business days of the bid opening by the low bidder. Failure to submit the plan in time may cause the authority to request submission by the next lowest bidder.

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Rochester (RHA) Low and Very Low Income Public Housing Residents

PRIME CONTRACTOR'S NAME: _____

SPECIFICATION OR RFP NUMBER: 21-02 CFP 501-19/20 BLI 1460

SPECIFICATION OR RFP TITLE: WSA Kitchen Sink Waste piping

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for RHA residents and low and very low-income families in the City of Rochester. The preference of RHA is to ensure that as many RHA residents as possible are employed. Contractors are required to comply with Section 3 requirements.

HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.

The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the RHA Resident Hiring Requirements through his/her subcontractors.

The Contractor shall complete the following table as instructed below (see table I):

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income RHA residents
- (5) How many positions need to be filled and indicate your requirement for the number of positions you intend to fill with:
- (6) Low income RHA Residents

Table I - Section 3 Labor Utilization Assessment and Plan

For each job title fill in the following table

Job Title: _____	Number needed: _____
Number already Hired: _____	By RHA Residents: _____
Number to be hired: _____	BY Rochester Area Low income Residents: _____

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the RHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR to the AWARD of a contract from RHA. Failure to submit this form may jeopardize the responsiveness of your submission.

Attest/Witness

Company Name: _____

BY: _____

By: _____

Section 3 Plan

CN 21-02

Name: _____

Name: _____

Title: _____

Title: _____ Date: _____

Date: _____

Re peat as many time as necessary to describe the skills necessary to complete the work.

Job Title: _____ Number needed: _____

Number already Hired: _____ By RHA Residents: _____

Number to be hired: _____ BY Rochester Area Low income Residents: _____

Job Title: _____ Number needed: _____

Number already Hired: _____ By RHA Residents: _____

Number to be hired: _____ BY Rochester Area Low income Residents: _____

Job Title: _____ Number needed: _____

Number already Hired: _____ By RHA Residents: _____

Number to be hired: _____ BY Rochester Area Low income Residents: _____

Job Title: _____ Number needed: _____

Number already Hired: _____ By RHA Residents: _____

Number to be hired: _____ BY Rochester Area Low income Residents: _____

Job Title: _____ Number needed: _____

Number already Hired: _____ By RHA Residents: _____

Number to be hired: _____ BY Rochester Area Low income Residents: _____

Contractors Initials _____ Date _____

SECTION 2.5
GUARANTEE

2.5.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of acceptance. The Contractor warrants and guarantees for a period of two (2) years from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to other parts of the system resulting from such defects.

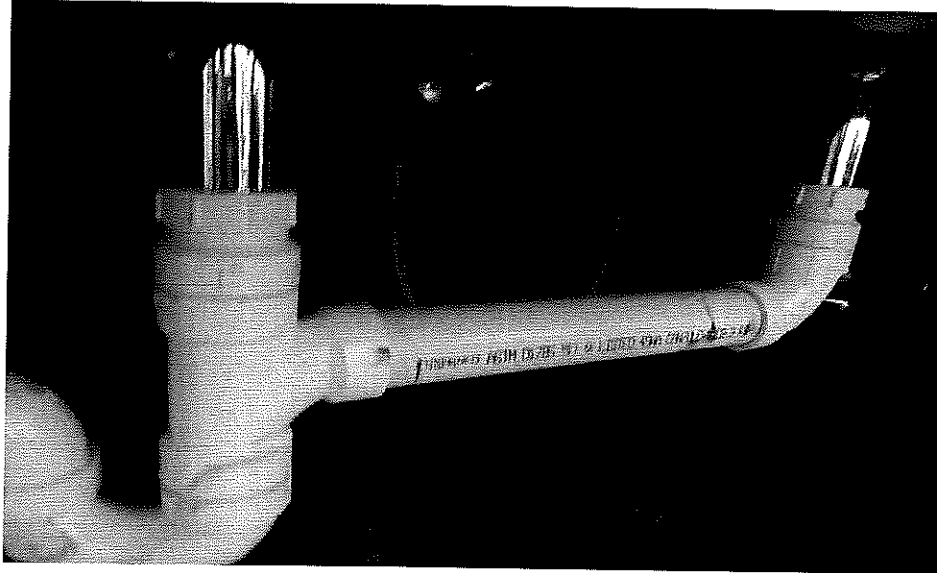
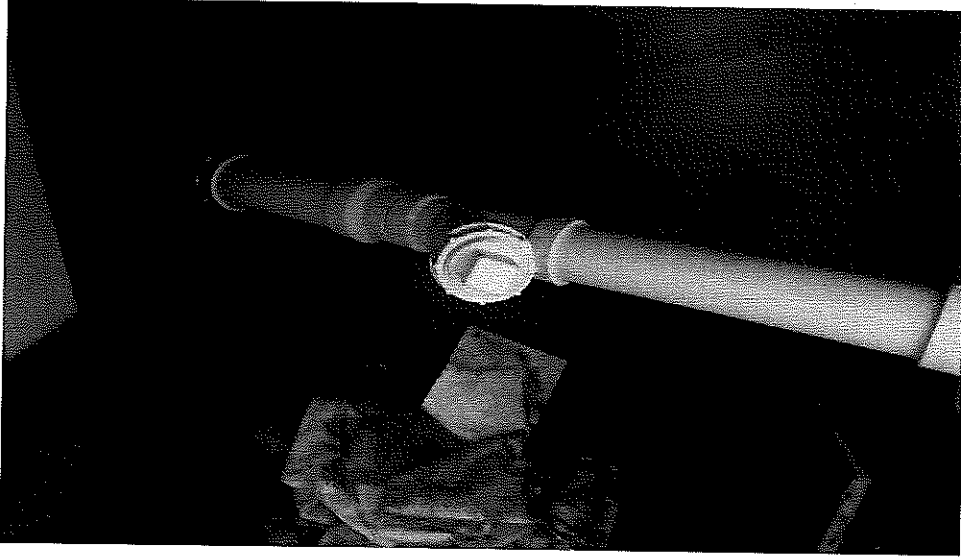
In order to implement the guarantee the Owner may retain out of the moneys otherwise payable to the Contractor hereunder two percent (2%) of the amount thereof and may expend the same, in the manner hereinafter provided, in making such repairs, corrections or replacements in the work as the Owner, in its sole judgment, may deem necessary.

If at any time within the two year period of guarantee any part of the work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the work required is deemed an emergency by the Owner or his representative, the Contractor will be duly notified and offered an opportunity to respond within 24 hours. If the Contractor neglects to commence making such repairs, correction or replacements to the satisfaction of the Owner within three (3) days (or 24 hours if deemed an emergency) from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amount retained for that purpose. Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, corrections or replacements, in the manner aforesaid, have been paid therefrom.

2.5.2 The contractor shall provide the Rochester Housing Authority with any extended warrantee supplied by the manufacturer.

SECTION 1.6
INDEX TO DRAWINGS

1.6.1 — Photographs of typical installation



P.1.6.1

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