

# REQUEST FOR PROPOSALS

## VACANT UNIT PAINTING SERVICES



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**JEFFERSON COUNTY  
HOUSING AUTHORITY**

.....

3700 INDUSTRIAL PARKWAY  
BIRMINGHAM, ALBAMA 35217  
**WINTER 2020**

## **Request for Proposal for Vacant Unit Painting Services for the Jefferson County Housing Authority**

### **A. Background**

The Jefferson County Housing Authority (hereinafter, "JCHA") was incorporated in 1941 in order to provide safe and sanitary housing for qualified low-income persons residing in the Jefferson County, Alabama area. JCHA is a public corporation duly organized and validly existing under the provision of the Code of Alabama 1975, Title 24, CH1, Article 3 governed by a five member Board of Commissioners each appointed to their position by a member of the Jefferson County, Alabama Board of Commissioners.

The Jefferson County Housing Authority (JCHA) is a public housing provider in Jefferson County, Alabama and home to low- and moderate-income residents including seniors, families, singles, and people with special needs. JCHA residents come from diverse backgrounds. This diversity includes age, education, language, sexual orientation, mental and physical disability, religion, ethnicity and race.

JCHA's housing portfolio includes a variety of types of units including townhomes, single story apartments, and duplexes located throughout Jefferson County. JCHA also manages units for the Jefferson County Development Corporation and this bid includes those units. The properties are divided into Asset Management Project Groupings (AMPs). Refer to Appendix A for a listing of properties to be serviced under this Painting Services RFP.

### **B. Request**

JCHA is seeking sealed proposals from qualified independent providers with demonstrated professional competence, experience and licensing to provide painting services for vacant units for its 20 Public Housing Communities. The services include labor, materials, tools, equipment permits, taxes, and insurance, to complete painting of the interiors of vacant apartments as detailed in these specifications. See a listing of property locations in Appendix A.

The initial contract period will be for 12 months, with the possibility of 4 extensions. Extensions are not guaranteed, and are dependent upon what is in the best interest of the housing authority, as determined by the housing authority.

### **C. Scope of Services and Specifications**

JCHA is seeking proposals from independent providers with demonstrated professional competence, experience and licensing to provide the requested services to the JCHA public housing communities

- 1. General** – Contractor's work must be done in a professional manner, maintaining a clean and safe working environment, and exercising the best practices of the trade, using skilled personnel. After completion of the work, contractor shall remove all

rubbish, debris, and accumulated material containers and dispose of off-site, not in dumpsters that may be on-site. Contractor shall clean all surfaces, stained, spotted, over sprayed, or otherwise damaged and leave unit interior in a clean, orderly and acceptable condition for inspection and approval. All floors, woodwork, glass, metal smoke detectors, wall plates, hardware, and other surfaces which cannot be cleaned of all paint droppings shall be repaired or replaced by the contractor at no cost to the housing authority. Spots, stains, or other damage caused by the work performed under this contract shall be rectified by the contractor at no cost to the housing authority. Sinks and tubs must be cleaned of any paint. Undamaged covers/plates and fixtures that have been removed will be replaced by the contractor.

2. **Time of Performance** – The contractor must complete vacant unit painting within five (5) business days from the time of notification. All work shall be completed no later than 9:00 a.m. on the morning of the 6<sup>th</sup> business day after notification to paint.
3. **Liquidated Damages** – If the painting is not completed within an acceptable manner within the above prescribed period, then liquidated damages shall accrue at the daily rate of \$100.00 per day and shall continue to accrue until the unit is accepted. The property manager must approve payment for the painting job.
4. **Assignment or Subletting of Contract** – The contractor shall not assign the contract or sublet in whole or in part. The painters must be employees of the contractor and not subcontractors. Violation of these specifications shall be sufficient cause for immediate cancellation of the contract by JCHA, who may thereupon employ the necessary labor to perform the work or re-advise or re-let the work, at the contractor's expense.
5. **Scheduling and Security** – Contractors are never allowed to enter an occupied apartment. Entrance keys for vacant units will be made available from the Property Manager or Maintenance Supervisor. The contractor must ensure that the unit(s) is/are properly secured; including locking doors and windows, during and after work is completed. If a key is lost, it must be reported immediately and JCHA staff will change the lock(s). The contractor will be charged \$100.00 per lock changed.
6. **Notification & Invoicing** – The Property Manager will notify the contractor of painting to be completed via email or fax, using the Painting Work Order Form. Upon completion of the painting, the unit will be inspected by the property manager, who will indicate whether approved for payment. The invoice for payment must include the completed Painting Work Order Form.  
**NOTE:** Under Executive Order 13658, an hourly minimum wage of \$17.24 must be paid by the contractor to all workers for hours spent working on the contract. Minimum wage rates are adjusted annually. Invoices must contain the hourly rate, name, home address and last 4 digits of the worker's social security number of employees working on the contract.
7. **Cancellation of Contract** – If the contractor fails to comply with these specifications in an individual unit, he/she will be given written notice that if he/she fails to comply with the specifications in any additional unit, JCHA reserves the right to cancel the agreement and secure satisfactory service from another source. Either party may terminate the agreement, in whole or in part, with or without cause, by giving the other party 30 days written notice.

## 8. Painting Requirements

### GENERAL

The contractor is required to provide labor, specified paint, related materials, equipment and services needed to repaint all existing painted surfaces. Interior wall surfaces are sheetrock, plaster, block and concrete. With the exception of Hickory Ridge, ceiling heights are 8 feet above finished floor. Hickory Ridge ceiling height is 9 feet above finished floor. For approximate square footage of apartments by housing communities, see attached Communities, locations and bid sheet

Requirements for painting units are provided below.

### EXAMINATION & PAINT SURFACE PREPARATION

- Generally, Housing Authority maintenance employees will perform sheetrock and wall repairs. Contractor will clean the surfaces to be painted, including removal of mildew. However, bidders must prepare a price per square foot for sheetrock repairs, in case the authority is unable to complete the wall repairs prior to painting. In this instance, the Property Manager or Maintenance Coordinator will request that the contractor make the repair.
- Remove all extraneous materials from work surfaces, including all window treatment hardware around casing and trim to include any wall paper or border paper.
- Remove peeling or flaking paint.
- Seal smoke detectors from contamination during work, unseal, and test after work.
- Remove all device covers, devices, electrical covers, and light fixtures prior to proceeding with repainting work. After completion of painting work, reinstall all device covers, devices, electrical covers, and light fixtures, which were removed.
- Protect all electrical boxes from dust intrusion and paint. Protect carpets, appliances, counter tops, vinyl flooring, sinks, bathtubs, blinds, and door hardware not to receive paint.

### CAULKING

The following voids must receive paintable caulking:

- Cabinet perimeter
- Electrical boxes and raceways
- Pipe penetrating walls, partitions, etc.
- Cleats
- Shoe Molding
- Windows

- Ceiling perimeter
- Baseboard or cove base wall contact area
- Door Casings
- Wall hung lavatories

### **PRIMER**

- When necessary, prime all interior wood work, wall covering and metal to receive a solid primer coat
- Kilz or comparable, as needed may be used to resolve conditions

### **CONTRACTOR TO SUPPLY ALL PAINT:**

- Painting all ceilings in apartment to include storage rooms and laundry rooms with ICI or comparable flat ceiling white paint, unless Maintenance Coordinator or Property Manager indicates that ceilings should not be painted
- The following surfaces shall receive ICI Bone White or *comparable* (with JCHA approval) Semi-Gloss paint #26YY 71/098
  - Paint all surfaces
  - Paint Window sills
  - Paint interior doors, including frame
  - Paint Door trim and wood trim
  - Paint interior of entrance doors and both sides of storage room doors, including frame
  - Paint Risers on staircases at Terrace Manor I and Oak Ridge
  - Paint wood cove base to match wall color
  - Paint rubber cove base to match existing color to include any stair treads and risers
  - Exposed pipes, where they exist to match color at Fultondale, Brookside, and Warrior
  - Paint bathrooms with mildew resistant paint, and also any surfaces that has mildew

**NOTE:** Contractor is **NOT** to disconnect or connect a gas range.

- Exterior doors are to be painted with high gloss oil based Architectural Brown from ICI

### **PAINT APPLICATION**

- Paint shall be used for the purpose and on the types of materials specified by the manufacturer on the label and shall be applied in accordance with manufacturer's instructions
- All paint and materials shall be applied under adequate illumination, evenly spread, and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles, and excessive roller stipple
- Surfaces should be prepared adequately so that coverage and hide is complete after applying two coats. If color, stain, dirt, or undercoats show through final

coat of paint, the contractor must provide additional coats until the paint is a uniform finish, color, appearance and coverage, at no additional cost.

- Contractor may use Kilz or primer, as needed for walls stained with smoke or dark colored paint, however, no additional charge would be approved by the housing authority.
- Drying time between coats shall be according to manufacturer's specifications as indicated on label instructions.
- Thinning shall be done only if necessary for the workability of the material and then, only in accordance with the label instructions, using only recommended solvents.
- Caution and appropriate safety practices must be used in connection with the use of solvents, and under no circumstances will storage of solvents be allowed on the premises.

#### **D. Pre-Bid Meeting, Proposal Submission Time and Place**

There will be a **Pre-Bid meeting on February 24, 2020 at 1:00 p.m.** in the Community Room of the Administrative office, located at 3700 Industrial Parkway, Birmingham, AL 35217. The purpose is to go over the Scope of Work and Bid Form and answer questions. Attendance at the pre-bid meeting is not required.

One (1) signed original and three (3) copies of the proposal must be submitted to **Jefferson County Housing Authority, 3700 Industrial Parkway, Birmingham, AL 35217** and be received no later than **10:00 A.M. (Central Time) on Tuesday March 3, 2020**. The envelope must be clearly marked "**RFP for Painting Services**". FAX Copies or E-mail transmissions WILL NOT be accepted.

JCHA reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities.

#### **E. Minimum Eligibility Requirements**

- Experienced in providing painting services for residential homes and/or apartments and commercial office space similar to that described herein
- Licensed as required by the jurisdiction and State of Alabama, as needed
- Worker's Compensation Insurance, in accordance with Alabama Law
- General Liability Insurance (\$1,000,000)
- Automobile Liability with limits of not less than \$500,000

#### **F. Insurance Requirements**

Proof of insurance must be provided within 72 hours of contract award. A certificate of insurance must be provided stating the limits, effective and expiration dates of coverage, and must include an endorsement adding JCHA as an additional named insured.

- Comprehensive General Liability - \$1,000,000.00 combined single limit with coverage to include Premises/Operations Liability, Errors and Omissions Liability, and Personal Injury Liability
- Workers Compensation, as required by applicable law
- Automobile Liability - \$500,000.00

### **G. Section 3**

The contractor must agree to ensure that employment and other economic opportunities resulting from this contract, shall, to the greatest extent feasible, will be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. JCHA will inquire periodically as to whether you have hired additional individuals and if the new hires are recipients of HUD assistance, if known, and of efforts that have been made to hire low- and very low-income persons.

### **H. Evaluation Process and Criteria**

All proposals will be evaluated based on the criteria outlined below. The Evaluation Committee will review proposals according to the evaluation factors and points to determine which proposals meet the specifications, and will score those that meet the specifications. The committee will discuss the proposals and decide which proposal will be recommended for approval.

#### Evaluation Criteria

1. Experience of the proposer in residential and commercial painting with apartments and offices of similar size and scope: 35 points
2. Proposer's capacity to handle this project in a timely manner: 30 points
3. Cost of Services: 25 points (The cost will not be the sole determinant for award of contract)
4. Quality of company's references: 10 points
5. Section 3: 10 points

### **I. Awards**

- JCHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of JCHA.
- JCHA reserves the right to waive any minor informalities in any proposals received if it is in the public interest to do so
- JCHA reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon 10 days written notice to the successful proposer(s).
- JCHA reserves the right to: (a) make award to the same bidder for all; or, (b) to make award to multiple bidders

- In the event of default by the successful contractor, JCHA may procure the services specified from other sources. The defaulting contractor agrees to reimburse JCHA for any additional costs incurred as a result of such default.
- This will be a Section 3 covered contract and the Section 3 Clause will be included in the contract executed for this service. Thus, the contractor must agree to ensure that employment and other economic opportunities resulting from this contract, shall, to the greatest extent feasible, will be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

## **J. Required Documents**

The following documents must be submitted with your proposal. Insurance certificates and licenses will be required when contract is signed

- Contractor Information Form
- Affidavit
- Bid Sheet
- HUD Form 5369-C Certifications & Representations of Offerors on Non-Construction Contract

## **Appendix A**

**Contractor Information Form**

**Housing Portfolio and Amps**

**Affidavit (Non-Collusion, Debarred/Suspended,  
Conflict of Interest, E-Verify, Non-discrimination,  
Acknowledgment of HUD 5369-B and HUD 5370-C)**

**Bid Sheet**

**HUD Form 5369-B Instructions to Offerors Non-  
Construction**

**HUD Form 5369-C Certifications and Representations  
of Offerors on Non-Construction Contract**

**HUD Form 5370-C Section II General Conditions for  
Non-Construction Contracts**

**Contractor Information Form  
Jefferson County Housing Authority  
Painting Services Proposal**

Please submit the following information to be used in the evaluation of your proposal for Painting Services

**I. Contractor Information:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER :** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**II. Experience with Projects of Similar Size & Scope:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Painting Equipment – List of Equipment to be used for this contract**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. Painting Products & Supplies – What kind of products & supplies do you plan to use?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Individuals to be Assigned to This Contract & Qualifications**

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**VI. References: List three references, contact names, Company addresses, telephone number & email addresses, for whom comparable work has been performed**

1.

2.

3.

## HOUSING PORTFOLIO AND AMPS

<u>AMP</u>	<u>DEVELOPMENT</u>	<u>ADDRESS</u>
<b>Bessemer</b>	Diane Parks Mgr	205-426-8948
80	Terrace Manor I	4501 Little Drive, Bessemer AL
50	Terrace Manor II	4700 Little Drive, Bessemer
42	Oak Ridge	4462 Oak Ridge Cr Brighton AL
<b>Fultondale</b>	LaTrinda Peoples Mgr	205-841-4573
60	Fultondale Village	2100 Stoney Brook Lane, Fultondale AL
82	Brookside	101 Village Cr, Brookside AL
26	Red Hollow	Valley Terrace & Valley Ct Birmingham, AL
38	Hickory Grove	3728 Murphree Rd, Birmingham, AL
<b>Warrior</b>	Steven Cottrell Mgr	205-647-4369
38	Warrior Courts	601 Pecan St., Warrior AL
40	Chelsea Gardens	Palmer Cr, Mimosa St & Helen St
26	Bradford	8717 Adkins Dr. Pinson AL
34	Trafford	2395 Warrior-Trafford Rd Trafford AL
44	Dixie Manor	3995 Sharon Church Rd Pinson AL
<b>Spring Gardens</b>	Nita Clark Mgr	205-841-5032 Ext 102
100	Spring Gardens 1	201 Spring Gardens Road Birmingham, AL
100	Spring Gardens 2	201 Spring Gardens Road Birmingham, AL
20	Spring Gardens 3	201 Spring Gardens Road Birmingham, AL
24	Spring Gardens 4	201 Spring Gardens Road Birmingham, AL
22	Hickory Ridge 1	Hickory Ridge Drive Birmingham, AL
20	Hickory Ridge 2	Hickory Ridge Drive Birmingham, AL
10	Hickory Ridge 3	Hickory Ridge Drive Birmingham, AL
11	Brighton Gardens	4110 McClain St Brighton AL

## AFFIDAVIT

### **Non-Collusion**

This proposal is genuine and not a collusive or sham proposal; neither the bidder nor any of its agents, representatives, employees has in any way colluded, conspired, connived or agreed, directly, with any other bidder, firm, or person, to submit a collusive or sham proposal or to refrain from bidding, or has in any manner, directly or indirectly, sought, by unlawful agreement or connivance with any other bidder, firm or person to fix the bid price in that proposal, or to fix overhead, profit or cost element of said price, or that of any personal interest in the proposed contract; and that all statements in said proposal or bid are true.

**AND**

### **Debarred, suspended**

The bidder hereby certifies that neither the firm nor the bidder have been debarred, suspended, or otherwise prohibited from professional practice by any Federal state, or local agency.

**AND**

### **Conflict of Interest**

The Bidder represents that no person who currently exercises any function or responsibility in connection with the Housing Authority has any direct or indirect personal financial interest in the proposed contract.

**AND**

### **E-Verify**

I hereby attest that this business does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, I attest that this business is enrolled in the E-Verify program, and it is used in the hiring process to assure that candidates may be legally employed in the United States.

**AND**

### **Non-Discrimination Policy**

This business does not discriminate in their hiring practices on the basis of race, color, creed, sex, handicap, or national origin.

**AND**

**Acknowledgment**

I hereby acknowledge that I have received HUD Form 5370-C (Section II) and HUD Form 5369-B, and have read and understand those documents.

Company: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

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

**State of Alabama, \_\_\_\_\_ County**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, \_\_\_\_\_ personally appeared, and is known to be to be the person whose name is subscribed to this instrument, and it is acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
COMMISSION EXPIRES

See Instructions on page 2

**BID SHEET AND  
UNITS BY SIZE AND SQUARE FOOTAGE**

	<u>0 BR</u>	<u>1 BR</u>	<u>2 BR</u>	<u>Sq Feet</u>	<u>2 BR</u>	<u>Sq Feet</u>	<u>2BR TH</u>	<u>Sq Feet</u>	<u>3 BR</u>	<u>Sq Feet</u>	<u>3 BR TH</u>	<u>Sq Ft</u>	<u>4 BR</u>	<u>Sq Ft</u>	<u>4 BR TH</u>	<u>Sq Ft</u>
<b>Bessemer</b>																
Terrace Manor I		8	58	486	610			14				685				
				\$								\$				
Terrace Manor II								3	734	47		734				
									\$			\$				
Oak Ridge		8	18	486	610			8	685	8		685				
				\$					\$			\$				
<b>Fultondale</b>																
Fultondale		6	12	480	550	18	550	8	646	10		646			6	999
				\$			\$		\$			\$				\$
Brookside		10	22	477	542	18	542	6	632	18		632			8	970
				\$			\$		\$			\$				\$
Red Hollow								10	650				2	1043		
									\$			\$				
Hickory Grove		4	20	620	685			14	734							
				\$					\$			\$				
<b>Warrior</b>																
Warrior Courts		6	16	477	542			14	832				2	970		
				\$					\$			\$				
Chelsea Gardens	6	14	14	492	546			6	717							
				\$					\$			\$				
Bradford		4	14	534	648			8	726							
				\$					\$			\$				
Trafford		6	18	534	648			8	726				2	844		
				\$					\$			\$				
Dixie Manor		4	14	534	648			22	726				4	844		
				\$					\$			\$				

See Instructions on page 2

**BID SHEET AND  
UNITS BY SIZE AND SQUARE FOOTAGE**

	<u>1 BR</u>	<u>Sq Feet</u>	<u>2 BR</u>	<u>Sq Feet</u>	<u>2BR TH</u>	<u>Sq Feet</u>	<u>3 BR</u>	<u>Sq Feet</u>	<u>3 BR TH</u>	<u>Sq Ft</u>	<u>4 BR</u>	<u>Sq Ft</u>	<u>4 BR TH</u>	<u>Sq Ft</u>
<u>Spring Gardens</u>														
Spring Gdn 1	98	600	2	837										
		\$		\$										
Spring Gdn 2	90	600	10	837										
		\$		\$										
Spring Gdn 3	20	600												
		\$												
Spring Gdn 4	20	600	4	837										
		\$												
Hickory Ridge 1	22	695												
		\$												
Hickory Ridge 2	20	695												
		\$												
Hickory Ridge 3	10	695												
		\$												
Brighton Gdn	6	600	5	665										
		\$		\$										

Sheetrock

Sheetrock Repair

/per sq. ft.

**INSTRUCTIONS:**

Please indicate the price for painting each size unit by development. The blocks to be completed are highlighted. For example, for a 1 bedroom in Terrace Manor 1, you should indicate the price in the highlighted block under "486" For a 2 bedroom in Terrace Manor 1, you should indicate the price below "610"

**TH is an abbreviation for townhouse**

**NOTE:** You may bid on some of the locations/size, etc. or all of them, however, if a highlighted area is blank, it will be assumed that you do not want to bid on that particular apartment.

# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) Any class of laborers or mechanics 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 only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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;

(ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

#### 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

#### **8. 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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.