



INVITATION FOR BIDS

The Housing Authority of the Bartow (HAB) will accept sealed bids from licensed and qualified contractors for the replacement of approximately 181 windows at Woodlawn Village, 1060 South Woodlawn Avenue, Bartow, Florida. Any contractor desiring to submit a bid for this project must have more than five (5) years' experience building, repairing and/or remodeling multi-unit residential or commercial structures to be considered for this bid.

The Request for Proposals may be accessed at <https://www.habartow.org/procurement/> by clicking on *Window Replacement at Woodlawn Village*. All bids must be submitted by **10:00 a.m., Eastern Time, on August 25, 2025** at which time, bids will be publicly opened and read aloud. Any bid received after the closing time will not be considered.

Minority and Woman Business Enterprises (MBE/WBE) and Section 3 firms are strongly encouraged to respond to this and all HAB projects, programs, and services.

2x: 073125; 080725

HOUSING AUTHORITY OF BARTOW

INVITATION FOR BIDS:

WINDOW REPLACEMENT AT WOODLAWN VILLAGE

1. ADMINISTRATIVE BACKGROUND:

The Housing Authority of Bartow (HAB) is a public body corporate and politic established under the U.S. Housing Act of 1937 and Chapter 421, Florida Statutes. The HAB provides low-income housing assistance mainly to the residents of Bartow, Florida.

2. SCOPE OF REQUIRED SERVICES:

A. General

1.0—The HAB desires to replace approximately 181 existing residential windows at its Woodlawn Village complex located at 1060 South Woodlawn Avenue, Bartow, Florida with new vinyl frame windows meeting all applicable state and local codes especially the 2023 Florida Building Code, Residential, 8th Edition and its Supplements.

1.1—Upon the acceptance of the completed project by the HAB, the contractor will provide, at least, an one-year warranty on both materials and labor. This warranty will hold that under normal use—barring damage or abuse—the contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom. Further, the contractor shall furnish the HAB with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

B. Replacement Windows

1.1—*Exhibit 1.A* (attached) provides a map that identifies the buildings in Woodlawn Village that are part of this scope of work.

1.2—*Exhibit 1.B* (attached) provides the quantity of the approximate rough-opening window sizes in Woodlawn Village that comprise this scope of work.

The potential bidder is responsible for field verifying all window openings indicated in *Exhibit 1.B* by taking its own measurements as well as determining the quantity of the various sizes of window openings prior to submitting its bid.

2.0—The installed replacement windows shall be vinyl frame, non-impact, single hung with tempered glass; Energy Star certified: Southern Zone; and with an U-

Value equal to or lower than 0.35—equal to or better than ARIA 610 Series windows (for more specification information, please see attached *Exhibit 2*).

2.1—The Bidder may request consideration of substitute windows which *meet* or *exceed* the specifications of the brand name windows specified in this Bid Package. If this option is exercised, the potential bidder must submit:

- Written documentation of manufacturer's specifications for the brand name windows *identified* in this Bid Package
- Written documentation of manufacturer's specifications for the proposed *substitute* windows
- A printed side-by-side comparison of the individual specifications of the corresponding brand name windows *identified* in this Bid Package with the *substitute* windows proposed by the Bidder

2.2—In the event that the apparent successful bidder proposes substitute windows, the apparent successful bidder must provide prior to signing the contract a mock-up of the typical, proposed, substitute window which complies the specifications required by *Item 2.1*. *This mock-up shall be retained by the HAB for future reference. The HAB will not be held responsible to pay for this mock-up window.*

2.3—Failure to provide *any* of the above information/material may render the submitted bid as *non-responsive* and may cause the bid to be rejected.

2.4—The successful bidder will be responsible for ensuring that the surfaces and paint color surrounding the replacement window blends with existing surfaces and paint color in that any blemishes caused by the work are not noticeable to the human eye.

3.0—The existing windows have vertical blinds as window coverings. These window coverings may be attached to the interior frame of the existing windows or otherwise mounted inside of the interior window opening. The successful bidder shall be responsible for removing and reinstalling these window coverings to the inside of the interior window opening (not the window frame). On a case-by-case basis, the HAB will provide a replacement vertical blind if any an existing vertical blind is determined by the HAB to require replacement.

4.0—Professional and Workmanlike Service

In a professional and workmanlike manner, the successful bidder will provide all work and/or materials that are usual and customary for the above project whether indicate herein or not.

3. OTHER CONDITIONS

The other conditions that will apply to the potential successful bidder:

- A. Insurance**—To the satisfaction of the HAB, the potential *successful* bidder will be required to provide the HAB with a current certificate(s) of:

- *General Liability* insurance and *Automotive Liability* insurance with the HAB named as an *additional insured* on the General Liability insurance. The General Liability insurance must contain a minimum of \$1,000,000 coverage per occurrence.
- *Workers' Compensation* coverage for all of the bidder's staff (including any subcontractor's staff) while employed on the site of this project. The Workers' Compensation coverage must be, at least, the State of Florida required minimum.

The successful bidder shall maintain the above insurances in-force during the term of the contract.

- B. **Permits, Fee and Licenses**—The successful bidder shall secure, maintain, and pay all permits, fees, and licenses necessary for the proper execution and completion of work. Copies of the above documents must be provided to **Tom Hornack**, HAB Procurement Consultant, prior to commencement of the work. Failure to provide the above documents prior to the beginning the work may result in a start delay or a stop-work order or the HAB invoking its rights under the successful bidder's submitted **bid bond**.
- C. **Section 3**—If the potential bidder intends to hire an *additional* employee(s) or to hire a sub-contractor(s) for this project, then the successful bidder, to the fullest extent possible, shall comply with the requirements of the Housing and Urban Development (HUD) Act of 1968, Section 3, attached for reference to this Invitation for Bids.
- D. **Non-Discrimination**—The successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, disability, gender, or national origin.
- E. **Security and Safety**—The successful bidder shall protect and secure its materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. The HAB will not assume responsibility for vandalism, theft, fire, and/or personal injury claims arising from or relating to the work to be performed.

The successful bidder:

- must exercise extreme caution and safety at all times to protect the work area and to eliminate accidents occurring at the work site
 - must protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by the contracted work
 - shall not compromise the safety of the Woodlawn Village residents, the HAB staff, other contractors or vendors, or the visiting general public at any time
- F. **Review and Inspection**—The HAB or its authorized agent may at its sole discretion and from time-to-time review and inspect the services and materials provided including but not be limited to: site observations, review of time records, daily and other logs and records of activities, and supervisors' reports. At any time during the installation, the HAB reserves the right to require proof, acceptable to the HAB, that the windows being installed meet or exceed the specifications contained in this

Invitation for Bids (IFB). Providing such proof will be the sole responsibility of the successful bidder. The number of requests for this proof will be limited—if requested at all.

Work on this project will be permitted between 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday. Work on Saturdays, Sundays, or HAB-observed holidays is not permitted.

- G. Payment**—Partial payment shall be made within fifteen (15) calendar days after submission of an invoice and related documents acceptable to the HAB for the satisfactory performance of the contracted work as determined by the HAB.

PAYMENT POINT	PERCENTAGE OF TOTAL CONTRACTED AMOUNT
50% of installations	40%
100% of installations	50%
Acceptance of the work by the HAB as well as all "close-out" documents	10%

Note: Since federal funds will be used for this project, the HAB reserves the right to process only those invoices submitted with corresponding weekly Davis-Bacon certified payroll(s). (Please see, *Item 4.H.* for more information on Davis-Bacon requirements.) A copy of this U.S. Department of Labor, Wage and Hour Division certified payroll form—WH-347—is provide for reference in the **Supplement Documents** for this bid package. HAB's Procurement Consultant will be available to provide guidance to the successful bidder on completing the certified payroll forms.

Note: The HAB is required by the U.S. Department of Housing and Urban Development (HUD) to conduct on-site wage interviews with the small sample of the successful bidder's (and/or sub-contractor's) on-site staff using Form HUD-11. Among other things, this form is used to confirm certain information contained in the submitted certified payroll forms. For reference, a copy of this form is also provided in the **Supplement Documents** for this bid package.

- H. Term**—In order to encourage as many potential bidders to respond to this Invitation for Bids, the HAB did not specify *start* and *end dates* in this Invitation for Bids. The HAB desires that the work to begin by October 20, 2025. The HAB is requesting that each bidder indicate on its submitted Bid Form its earliest anticipated *start date* if awarded the project. The HAB reserves the right to negotiate start and completion dates as well as the right to award the bid to that bidder whose bid is most favorable to the HAB on the basis of cost and/or time.

- I. Liquidated Damages**—If the successful contractor fails to complete the work within the time specified in subsequent signed Agreement for services, the successful

contractor shall be responsible for liquidated damages to the HAB in the amount of **\$75.00** for each calendar day of delay until the work is completed by the successful contractor and accepted by the HAB. Depending on the circumstances, the HAB reserves the right to grant exceptions to this requirement on a case-by-case basis.

- J. Communications**—In order to maintain a fair and impartial competitive process, the HAB shall avoid private communication concerning this procurement with prospective bidders during the entire procurement process. Please respect this policy.

Ex parte communication regarding this solicitation is prohibited between a potential or current bidder and any HAB Board of Commissioners member, City of Bartow Board of Commissioners member, HAB staff or City of Bartow staff, their agents, or any other person serving as an evaluator during this procurement process. Bidders directly contacting any of the above listed individuals regarding this solicitation risk elimination of their bids from consideration. Email correspondence with **Tom Hornack**, HAB Procurement Consultant, (habprocurement@hardeemail.com) does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this Invitation for Bids (IFB) given out by any HAB Board of Commissioners member, City of Bartow Board of Commissioners member, HAB staff or City of Bartow staff, their agents, or any other person serving as an evaluator during this procurement process to prospective bidders shall not bind the HAB.

- K. A bidders' meeting** will be held on:

August 14, 2025 at 10:00 a.m., Eastern Time, at the Administration Office located at Woodlawn Village, located at 1060 South Woodlawn Avenue, Bartow, Florida. (For location, please see attached *Exhibit 1.A.*)

Although this is not a mandatory meeting, all potential bidders are *strongly* encouraged to attend this bidders' meeting. During this meeting, potential bidders will have an opportunity to view the Woodlawn Village worksite as well as to obtain their own measurements and quantities.

In the event that a potential bidder is unable to attend this meeting but has questions that he/she would like to have addressed at the bidders' meeting, the potential bidder may email questions to habprocurement@hardeemail.com prior to 9:00 a.m., Eastern Time, on **August 12, 2025**. Receipt of request will be acknowledged.

Note: Attached *Exhibit 3* contains some relevant questions and answers from the previous bidders' meetings for the similar Carver Village, *Phase I*, and Carver Village, *Phase II*, window replacement projects that apply to this current procurement. The contents of this current IFB prevail over any information provided in *Exhibit 3*.

All questions will be addressed and notes of the meeting will be kept. Notes from the meeting will be posted on <https://www.habartow.org/procurement/> by **6:00**

p.m., Eastern Time, on **August 17, 2025**. It is the potential bidder's responsibility to access this information on the above-referenced webpage.

- L. Modifications**—In its best interest, the HAB reserves the right to modify this Invitation for Bids. Modifications may include, but are not limited to, increasing, reducing, or deleting a portion of the scope of work contained in this Invitation for Bids.

Modifications will be posted on <https://www.habartow.org/procurement/> by **6:00 p.m., Eastern Time, on August 17, 2025**. It is the potential bidder's responsibility to access this information on the above-referenced webpage.

- M. Discovery**—Immediately upon discovery, the potential bidder is to notify **Tom Hornack**, HAB Procurement Consultant (habprocurement@hardeemail.com), of any discrepancies, oversights, omissions, or errors anywhere in this Bid Package prior to the deadline for the submission of bids,

4. SUBMISSION OF BIDS

A. Original Bid—

The bidder will only submit its bid on the Bid Form provided with this Invitation for Bids. Bids submitted in another format may be rejected as non-responsive.

It is the bidder's sole responsibility to have its **original bid** and **one** duplicate copy of the bid hand-delivered (*during normal HAB business hours Monday through Friday*) or delivered by a parcel carrier addressed to:

Al Kirkland, Jr., Executive Director
re: Window Replacement at Woodlawn Village
Housing Authority of Bartow
1060 South Woodlawn Avenue
Bartow, Florida 33830

prior to **10:00 a.m., Eastern Time, on August 25, 2025**.

The outside of the envelope must indicate the name and address of the bidder submitting the bid as well as the title of the bid being submitted. **Any bid transmitted by facsimile (fax), electronic mail (email), or not in compliance with the above instructions will not be considered. All bids and accompanying material will become the property of the HAB and will not be returned to the bidder.**

- B. Validity**—Bids may be held by the HAB for a period not to exceed thirty (30) calendar days from the date of opening for the purpose of reviewing them and investigating the qualifications of the respondent prior to awarding the work. During this time, the HAB or its agent reserves the right to obtain clarification of any item in a submitted bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a bidder to respond to such a request for additional

information or clarification could result in rejection of that bid.

C. Withdrawals—No bid shall be withdrawn for sixty (60) calendar days subsequent to the opening of bids without the written consent of the HAB.

D. Conflict of Interest—No HAB Board member, officer, employee of the HAB or member or employee of the City of Bartow City Commission shall, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Reserved rights:

1. The HAB reserves the right to accept or reject any and all bids or any part of any bid and to waive any informalities or irregularities in the bid or in the bidding process. Receipt of a bid does not commit the HAB to award a contract, pay any of the costs associated with preparation of the bid, or to reimburse a bidder for any costs incurred prior to the signing of a contract.
2. The HAB also reserves the right to award any bid if that bid is consistent with HAB's policies and/or the laws/regulations governing the U.S. Department of Housing and Urban Development (HUD) and/or the State of Florida programs.
3. The bid award will be made to that fully-qualified bidder who:
 - Is *responsive* in that the submitted bid conforms exactly to the requirements in this Invitation for Bids; and
 - Is *responsible* in that the bidder is able to comply with the required or proposed delivery or performance schedule; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and is otherwise qualified and eligible to receive an award under applicable laws and regulations, including the fact that the bidder is not suspended, debarred or under a HUD-imposed Limited Denial of Participation; and
 - *Submits* a bid that is in the *best interest* of the HAB as determined by the HAB.

F. Disputes—In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the Bid Package, the following dispute process shall apply:

- Any protests (unless otherwise specified, the use of the term “protest” shall also include “disputes” and “appeals”) shall be submitted in writing to the HAB Procurement Consultant. The protest must be emailed to habprocurement@hardeemail.com in accordance with the time requirements listed below:

- Any protest against a solicitation must be received before the due date of the receipt of bids.
- Any protest against the award of a contract must be received within two calendar days after notification of contract award.
- Any protest of a decision to reject a response to this Invitation for Bids (IFB) must be received within two calendar days after being notified in writing of the HAB's decision.

By submitting its response to this IFB, the proposer agrees that the written decision of the HAB Executive Director regarding any protest shall be final and binding upon all parties.

G. Bid and Contract Guaranties:

1.0 All bids submitted for construction/non-routine maintenance projects (such as this project) **greater than \$100,000** are required by the US Department of Housing and Urban Development (HUD) to contain at time of bid submittal:

1.1. A **bid bond** issued by an acceptable surety (bonding) company¹ or a cashier's check payable to the Housing Authority of Bartow equivalent to 5% of the bid price. Any bid submitted without the required 5% bid bond or 5% cashier's check will be determined to be **non-responsive** and will not be considered. The bid bond/cashier's check is a guarantee from each Bidder that the Bidder, if determined to be the successful Bidder will: provide the necessary permits and licenses necessary for the proper execution and completion of work, sign the contract (Agreement), and provide an acceptable performance and payment bond. Upon the successful bidder's signing of the contract and providing a performance and a payment bond acceptable to the HAB, the HAB will return all of the submitted bid bonds/cashier's checks that were received as part of this solicitation.

2.0 All contracts (Agreements) for construction/non-routine maintenance projects (such as this project) **greater than \$100,000** are required by the US Department of Housing and Urban Development (HUD) to contain:

2.1. A **performance and payment bond** issued by an acceptable surety (bonding) company¹ equivalent to 100% of the contract price will be required at the signing of the contract.

3.0 The successful bidder will be responsible for providing documentation acceptable to the HAB that the surety company issuing the bid bond and/or the performance and payment bond is currently listed on the most recently published T-List.

¹An acceptable surety (bonding) company is one that is authorized to do business in Florida and is acceptable to HUD and the HAB. The surety company must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List.) Please click-on the link below to determine if a certain surety company is acceptable:

<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html#l>

H. Forms—The following HUD/US DOL/HAB documents/forms will apply to this project:

1.0 Attached:

- *Section 3 Clause*
- Davis Bacon wage determination² sheet for residential related work in Polk County--**General Decision Number: FL2025082**, 01-03-25
- *Certification of Section 3 Business* form
- *Non-Collusion Certification* form
- Representations, Certifications and Other Statements of Bidders (Form HUD-5369A)
- Renovation, Repair, and Paint rule—for information, please click-on: <https://www.floridahealth.gov/environmental-health/lead-poisoning/renovation.html>

²Note: The listed wages indicates the minimum wage that must be paid to workers only while they are performing services on-site at a HAB property. For additional information, please see the *Davis-Bacon and Labor Standards Contractor's Guide Addendum* which may be accessed at:

<https://files.hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Contractor-Guide-Addendum.pdf>

2.0 The following forms/information are provided as a *Supplement* to this Invitation for Bids:

- *Instructions for US Department of Labor Payroll Form WH-347*
- *Payroll Form--(US Department of Labor WH-347)*
- *Record of Employee Interview Form HUD-11*

BID FORM

HOUSING AUTHORITY OF BARTOW

WINDOW REPLACEMENT AT WOODLAWN VILLAGE

This Bid is offered by _____
(hereinafter referred to as the "*Bidder*"), a corporation/a partnership/an individual (*please circle one*).

To: The **Housing Authority of Bartow** (hereinafter referred to as the "*HAB*")

The *Bidder*, in compliance with *HAB's Invitation for Bids* for the **Window Replacement at Woodlawn Village**, having examined this Bid Package and being familiar with all of the conditions surrounding the proposed project, including availability of labor, proposes to furnish the necessary labor, supervision, equipment, materials, fuel, and supplies to perform the work in accordance with the *Scope of Required Services* and the other conditions contained in the *Invitation for Bid*, within the time set forth therein, and at the prices stated herein submits the following Bid.

The *Bidder* acknowledges receipt of the following addendums, if any: _____

The *Bidder* offers to provide the materials and services as described in the Bid Package for the **Window Replacement at Woodlawn Village** for the total price of:

\$ _____

Based on available funding, the *HAB* reserves the right to increase/decrease the number of windows to be replaced under this solicitation. Therefore, the *Bidder* is requested to provide the unit cost for replacement windows by the size of each of window that the *Bidder* is offering to install:

- Window size: _____ Unit cost per this replacement window: \$ _____
- Window size: _____ Unit cost per this replacement window: \$ _____
- Window size: _____ Unit cost per this replacement window: \$ _____
- Window size: _____ Unit cost per this replacement window: \$ _____

If determined to be the apparent successful bidder by September 03, 2025 the *Bidder* anticipates that it will be able to

begin this contracted work on/before (*date*) _____ and complete the work on/before (*date*) _____.

With check marks, the *Bidder* is indicating below that the following required items/information/forms are being submitted as part of the *Bidder's* response:

- This BID FORM: _____
- A cashier's check equal to 5% of the bid price or the required bid bond: _____
- A copy of the *Bidder's* current relevant occupational license: _____
- Documentation of current certification under the federal Renovation, Repair, and Paint rule: _____
- A list--*including* contact information **and completion date**--of, at least, one past multi-family and/or commercial projects that received similar services from the *Bidder* prior to August 2020: _____
- A list--*including* contact information **and completion dates**--of, at least, five past multi-family and/or commercial projects that received similar services from the *Bidder* after August 2020: _____
- A fully completed *Certification of Section 3 Business* form: _____
- A fully completed *Non-Collusion Certification* form: _____
- A fully completed *Certifications and Representations of Offerors* (HUD 5369-A) form: _____
- *If applicable*, specifications of *better than* or *equal to* windows being offered:
- ___ Non-applicable or ___ Applicable (*re: Items 2.B. of the Invitation for Bids*)
- A copy of the supplier's/manufacturer's warranty: _____

Failure to provide *any* of the above information may render the submitted bid as ***non-responsive*** and may cause the bid to be rejected.

In submitting this bid, I hereby certified that I checked the <https://www.habartow.org/procurement/> webpage after **6:00 p.m.**, Eastern Time, on **August 17, 2025** to obtain any modifications or updates to this Invitation for Bids.

Submitted By: _____

Title: _____

Signature: _____

Business Address: _____

Business Phone Number: _____

Email address of above signer: _____

ATTACHED AND MADE PART OF TO THIS IFB:

- ***EXHIBIT 1.A***
- ***EXHIBIT 1.B***
- ***EXHIBIT 2***
- ***EXHIBIT 3***

OTHER REQUIRED BID FORMS:

- *Davis Bacon wage determination sheet for residential related work in Polk County--**General Decision Number: FL20250082, 01-03-25***
- *Section 3 Clause*
- *Certification of Section 3 Business*
- *Non-Collusion Certification*
- *Representations, Certifications, and other Statements of Bidders, HUD-5369-A*

EXHIBIT 1-A

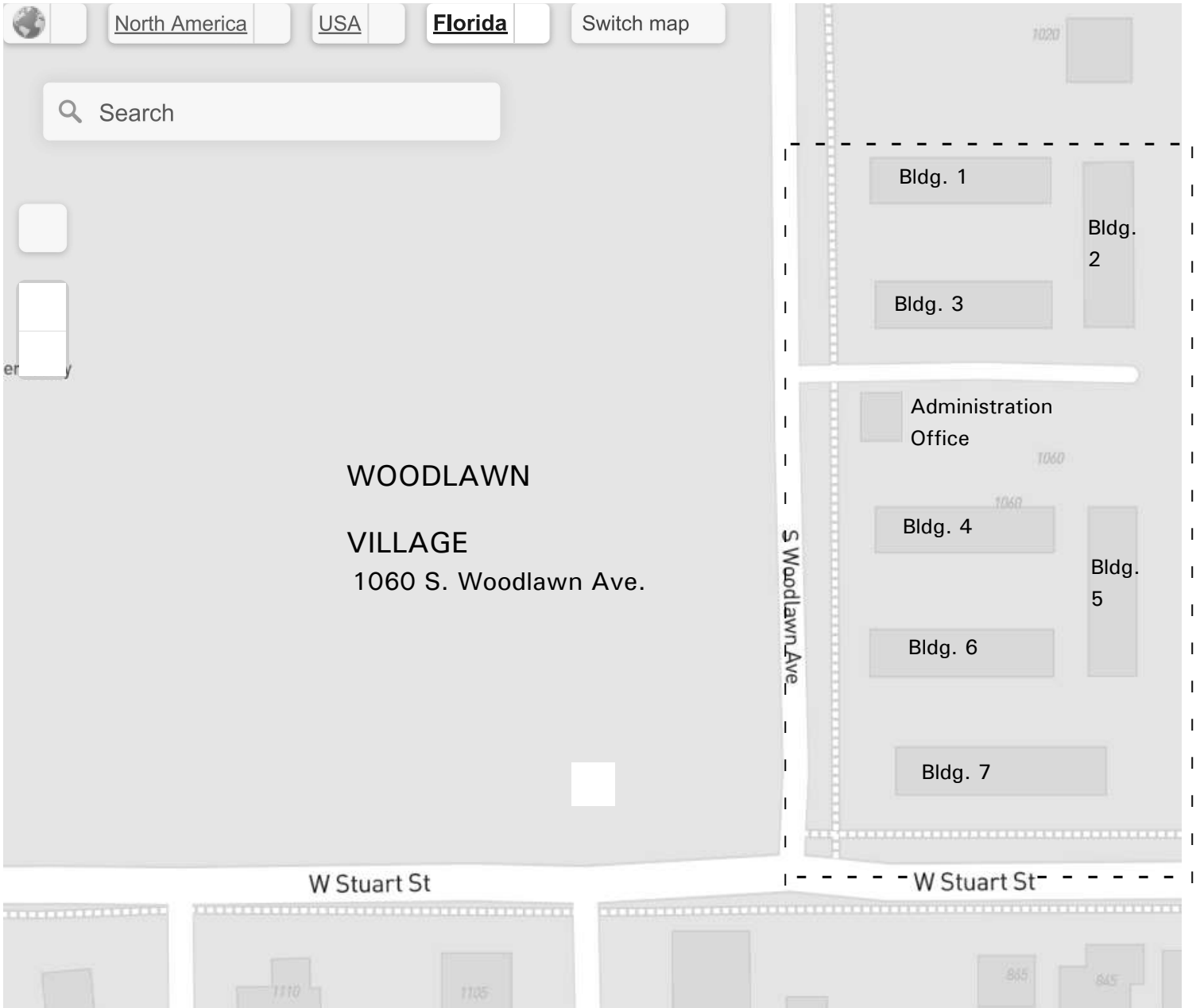


EXHIBIT 1.B

WOODLAWN VILLAGE

Building	Quantity by Approximate Rough Opening Size				
	20" W x 39" H	38" W x 51 ½" H	54" W x 51 ½" H	33" W x 45" H	Total
1	6	4	15	—	25
2	4	0	17	1 (Unit #15)	22
3	6	4	15	—	25
4	6	4	15	—	25
5	4	0	18	—	22
6	6	4	15	—	25
7	6	2	18	—	26
Office	1	7	3	—	11
Total	39	25	116	1	181

EXHIBIT 2

Features			
Argon Gas Insulated	No	Interior Color/Finish	White
Balance System	Block and tackle	J Channel	N/A
Clear Opening Sq Ft		Lock Type	Cam
Color/Finish Family	White		No
Design Pressure (DP) Rating	50	Mulling	N/A
Exterior Color/Finish	White	Nail Fin	N/A
For Use with Mobile Homes	No	Number of Locks	2
Frame Material	Vinyl	Obscure Glass	No
Frame Profile	Florida flange	Paintable	No
Glass Insulation	Low-E	Project Type	Replacement
Glass Strength	Tempered	Screen Frame Type	Roll-form
Glazing Type	Double pane	Screen Included	Full Yes
Grid Included	No	Screen Type	Fiberglass mesh
Grid Pattern	N/A	Series Name	
Grid Profile	N/A	Solar Heat Gain Coefficient (SHGC)	0.23
Grid Type	N/A	Sound Transmission Control (STC) Rated	No
Hardware Color/Finish	White	Tilt Mechanism	Flush
High Altitude Rated	No	Tilting	Yes
Impact Resistant	No	Ventilation Latches	N/A
Insect Screen Included	Yes	Wood Jamb Extension	None



EXHIBIT 3

SELECTED NOTES FROM:

- THE PHASE-1 BIDDERS' MEETING HELD ON SEPTEMBER 20, 2023
and
- THE PHASE 2 BIDDERS' MEETING HELD ON AUGUST 15, 2024

Abbreviations:

- HAB: *Housing Authority of Bartow*
- HUD: *U.S. Department of Housing and Urban Development*
- IFB: *Invitation for Bids*

General Comments:

- *Unit Costs*—the HAB eventually desires to replace all existing windows/security screen units in Carver Village with new stand-alone windows and new stand-alone security screens. Due to inadequate funds for the entire project, the HAB dissected this project into phases. Currently, the HAB is procuring a portion of the required windows as Phase 1 and Phase 2. As future funds become available, the HAB intends to procure the remaining replacement windows as well as the replacement of the security screens.
- *Bid bond/cashier's check*—Since the HUD is the funding source for this project, the HAB must follow HUD's rules and requirements. One of the HUD rules requires that all submitted bids for construction projects of $\geq \$100,000$ can only be submitted with a cashier's check for 5% of the total bid or an enclosed bid bond. Per HUD rules, any bid submitted without the required cashier's check/bid bond must be deemed as non-responsive to the IFB; therefore, the bid cannot be considered.

Questions from the Potential Bidders:

Question:

Do I need special permission to enter Carver Village for the purposes of obtain quantities and sizes.

Answer:

The HAB does not require permission for outside of building visits during normal business hours. It is aware that potential bidders need to visit the site to take measurements.

Question:

Are all of the units painted the same color on the inside and, if so, where can we get the name of the paint color if possible?

Answer:

Regretfully, I do not have an answer to share at this time. This item can be discussed with the successful bidder prior signing the agreement with the HAB. *(Editorial Note: For Phase-1 and Phase 2, the interior of a majority of the units were painted the same color.)*

Question:

With units that are occupied, how should we handle occupants' furniture if in front/covering window?

Answer:

Most units will be occupied. The successful bidder will be required to take whatever means are necessary not to damage any resident's property. The successful bidder will be provided with a HAB contact person in the event that any difficulties arise.

Question:

If the existing blinds are not suitable to be replaced, what is the procedure?

Answer:

The HAB is aware that some of the existing blinds cannot/should not be replaced. The successful bidder will be provided with a HAB contact person to address the situation on a case-by-case basis.

Question:

Does the exterior window screen need replacement?

Answer:

Since the existing window and security screen share an integral frame, the HAB is only replacing the window along with the standard insect screen that comes with the window. The HAB intends to procure stand-alone security screens when additional funding becomes available.

Question:

Any color in particular? Since the outside is bronze will you be needing the windows in bronze?

Answer:

The interior color/finish family is white.

Question:

Is the successful bidder responsible for construction-related scrap and debris?

Answer:

Yes. The successful bidder shall clean each work area of all job-related debris (including but, not limited to, the removal of the existing window/security screen units) during and upon completion of project as well as load and haul-off all job-related debris.

Question:

Does Davis-Bacon apply?

Answer:

Yes. The latest wage determination is attached to the IFB.

Question:

Is the successful bidder responsible for any damage or repairs to the area of the structure surrounding the replacement window?

Answer:

Yes. The successful bidder will provide all work and/or materials that are usual and customary for the above project whether indicate herein or not. Each installation must be accomplished in a professional and workmanlike manner ready for immediate use by the resident (this includes any adjacent paint, trim, and tile).

Question:

Will the contractor be responsible for disposing the screens on the existing windows?

Answer:

Yes.

Question:

How will the work be coordinated?

Answer:

The Contractor will coordinate the work with the HAB Maintenance staff.

Question:

Is the IFB for Phase 2 similar to the revised IFB for Phase 1?

Answer:

Basically, the IFBs are similar with exception of quantities, dates, and the current Davis Bacon wage determination sheet for residential related work in Polk County.

Question:

Will a contractor be able to initially bill for materials delivered?

Answer:

No.

Question:

May I get a copy of the sign-in sheet from today's Pre-Bid?

Answer:

The names of the attendees and their respective companies will be emailed to all parties in attendance as well as provide, upon emailed request, to any other interested party.

SECTION 3 CLAUSE

Section 3 Clause

[Code of Federal Regulations]
[Title 24, Volume 1, Parts 0 to 199]
[Revised as of April 1, 1998]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.38]

[Page 604]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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.

Section 3 Clause

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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

DAVIS-BACON WAGE DETERMINATION

"General Decision Number: FL20250082 01/03/2025

Superseded General Decision Number: FL20240082

State: Florida

Construction Type: Residential

County: Polk County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026* or Executive Order 13658.* Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

* **NOTE:**
Executive Order 14026,
Executive Order 13658, and
Executive Order 13706 do
not apply to this IFB.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ENGI0487-032 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described above.	\$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-003 07/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 35.25	17.32

SUFL2009-121 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Cabinet Installation.....	\$ 11.37 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.14 **	0.00
ELECTRICIAN.....	\$ 12.66 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60 **	0.00
LABORER: Common or General.....	\$ 9.85 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.79 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 8.26 **	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56 **	0.00
OPERATOR: Bulldozer.....	\$ 12.14 **	0.00
OPERATOR: Distributor.....	\$ 11.57 **	0.00

OPERATOR: Forklift.....	\$ 17.38 **	0.00
OPERATOR: Grader/Blade.....	\$ 15.50 **	0.00
OPERATOR: Loader.....	\$ 11.59 **	0.00
OPERATOR: Roller.....	\$ 11.02 **	0.00
OPERATOR: Screed.....	\$ 11.08 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68 **	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PLUMBER.....	\$ 13.22 **	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33 **	0.00
ROOFER: Metal Roof.....	\$ 16.99 **	0.00
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 9.50 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10 **	0.00

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

Housing Authority of Bartow	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Woman-Owned
<p>THE BIDDER/PROPOSER/CONTRACTOR REPRESENTS AND CERTIFIES THAT IT IS QUALIFIED AS:</p> <p><input type="checkbox"/> A SECTION 3 BUSINESS SINCE</p> <p><i>(Please check all of the following that apply to your business.)</i></p> <p><input type="checkbox"/> 51% or more is owned by Section 3 residents.*</p> <p><input type="checkbox"/> at least, 30% of its permanent full-time employees are current Section 3 residents* or were Section 3 residents within 3 years of the date of first employment with the business.</p> <p><input type="checkbox"/> it provided evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories.</p> <p style="text-align: center;"><u>OR</u></p> <p><input type="checkbox"/> NOT A SECTION 3 BUSINESS but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.</p> <p style="text-align: center;"><u>OR</u></p> <p><input type="checkbox"/> NOT APPLICABLE</p>	

*A Section 3 resident is defined as a Public Housing resident or an individual who resides in the within Polk County and whose family income is below the following income limits as per the Department of Health and Human Services (HHS):

Persons in Household:	1	2	3	4	5	6	7	8
Very Low-Income:	\$26,750	\$30,600	\$34,400	\$38,200	\$41,300	\$44,350	\$47,400	\$50,450

Date:	Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct.
Printed Name of Authorized Official:	Signature:

040124

Non-Collusion Certification

The undersigned states that he/she is fully authorized by the entity indicated below to certify that:

- That this proposal or bid is made without collusion or fraud with any other person, firm, or corporation making a proposal or bid for the same purpose.
- That no officer or employee or person whose salary is paid, in whole or in part, from the Housing Authority of Bartow is, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal or bid; in the performance of the contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.

By signing this form, the undersigned affirms that said proposal or bid is, in all respects, fair and without collusion or fraud.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

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.

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

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

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

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

[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 nonresponsive. No contract award will be made without a properly executed affidavit.

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)