



## INVITATION FOR BIDS

The Housing Authority of Bartow (HAB) will accept sealed bids from licensed and qualified contractors for the replacement of approximately 138 windows at Carver Village, 1060 South Golfview 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 Invitation for Bids may be accessed at <https://www.habartow.org/procurement/> by clicking on *Window Replacement at Carver Village—Phase 3A*. All bids must be submitted by **10:00 a.m., Eastern Time**, on May 04, 2026 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.

# HOUSING AUTHORITY OF BARTOW

## INVITATION FOR BIDS: WINDOW REPLACEMENT AT CARVER VILLAGE—PHASE 3A

### 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 138 existing residential windows at its Carver Village complex located at 1060 South Golfview Avenue, Bartow, Florida with new vinyl frame windows meeting all applicable state and local codes especially the 2023 Florida Building Code, Residential, 8<sup>th</sup> Edition and its Supplements.

1.1—Upon the acceptance of the completed project by the HAB, the contractor will provide, at least, a 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 Carver Village that are contained in this scope of work.

1.2—*Exhibit 1.B* (attached) provides information on the: Building #, Unit #s in that building, unit size by # of bedrooms; # of windows to be replaced that unit, and the total # of windows to be replaced in that building.

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

The potential bidder is responsible for field verifying all window openings indicated in *Exhibit 1.C* 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—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. This comparison must be presented in such a manner that the evaluator will easily be able to locate the appropriate information contained in the documentation provided by the Bidder for the proposed *substitute* windows. Failure to provide the above documentation in this manner may cause the submitted bid to be determined as *non-responsive* and, as a result, it may not be considered as a viable response to this Invitation for Bids.

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 Carver 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. If possible, the HAB desires that the work begins by July 20, 2026. 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](mailto: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:

**April 24, 2026 at 10:00 a.m., Eastern Time**, at the Community Building located in Carver Village, 1060 South Golfview Avenue, Bartow, Florida.  
(For specific 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 Carver 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](mailto:habprocurement@hardeemail.com) prior to 9:00 a.m., Eastern Time, on April 22, 2026. 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*, Carver Village, *Phase II*, and *Woodlawn Village* 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 April 27, 2026**. 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 April 27, 2026**. 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](mailto: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 Carver Village—Phase 3A**  
**Housing Authority of Bartow**  
**1060 South Woodlawn Avenue**  
**Bartow, Florida 33830**

prior to **10:00 a.m.**, Eastern Time, on **May 04, 2026**.

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](mailto: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) company<sup>1</sup> 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) company<sup>1</sup> 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.

<sup>1</sup>An 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#>

**H. Forms**—The following HUD/US DOL/HAB documents/forms will apply to this project (Note if the content of any attached documents/forms conflict with the content of this IFB, the content of the IFB will prevail):

1.0 Attached:

- *Section 3 Clause*
- Davis Bacon wage determination<sup>2</sup> sheet for residential related work in Polk County--**General Decision Number: FL2026082, 01/02/2026**
- *Certification of Section 3 Business* form
- *Non-Collusion Certification* form
- Instructions to Bidders for Contracts (Form HUD-5369)
- 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>

<sup>2</sup>Note: 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*
- *Form HUD-5370 (for Agreements greater than \$250,000)*

# BID FORM

## HOUSING AUTHORITY OF BARTOW

### WINDOW REPLACEMENT AT CARVER VILLAGE—PHASE 3A

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 Carver Village—Phase 3A**, 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 Carver Village—Phase 3A** (replacement of 138 windows) 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 May 15, 2026 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 April 2021: \_\_\_\_\_
- 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 April 2021: \_\_\_\_\_
- 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 **April 27, 2026** 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: \_\_\_\_\_

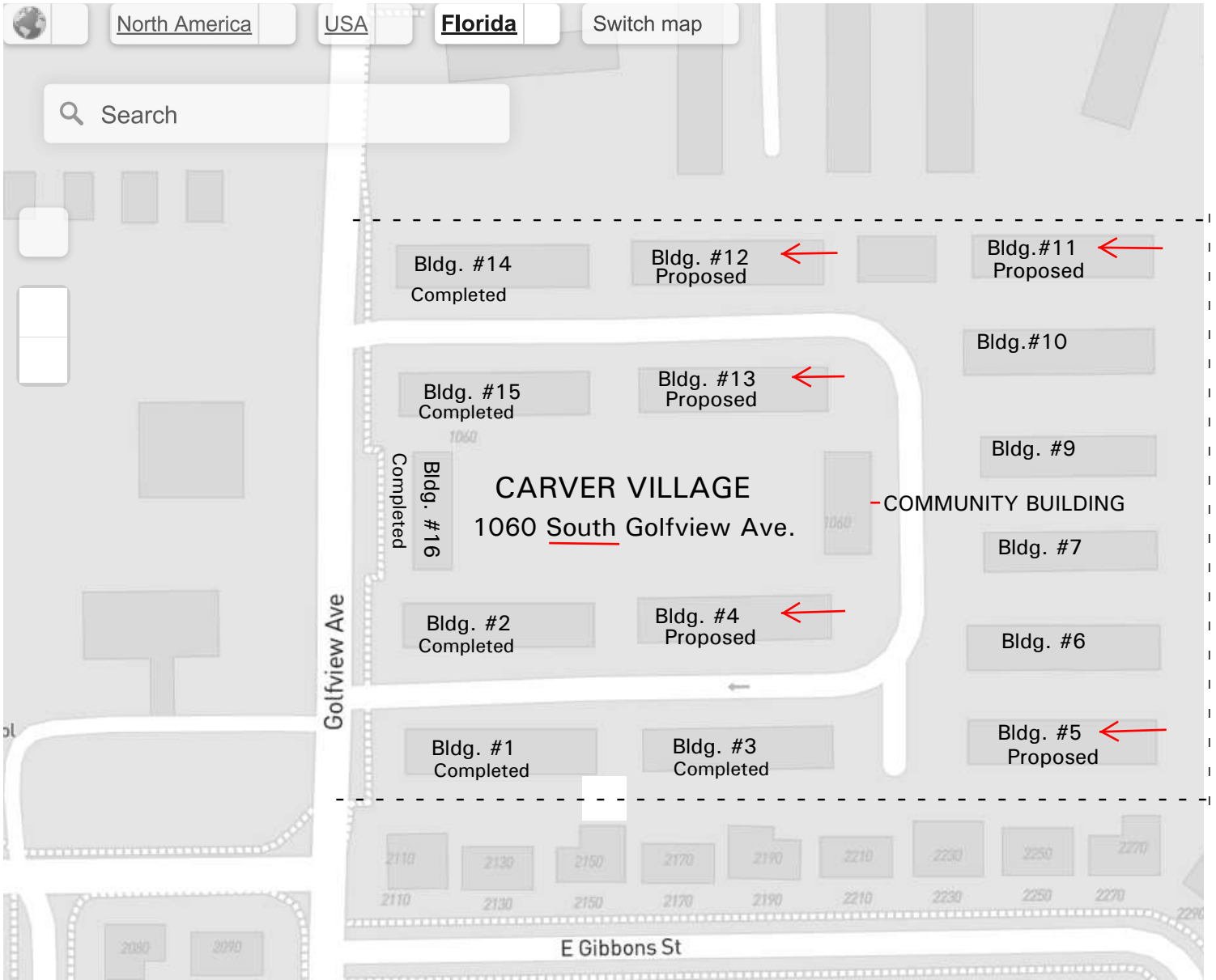
**ATTACHED AND MADE PART OF TO THIS IFB:**

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

**OTHER REQUIRED BID FORMS:**

- *Section 3 Clause*
- *Davis Bacon wage determination sheet for residential related work in Polk County--**General Decision Number: FL20260082, 01-02-26***
- *Certification of Section 3 Business*
- *Non-Collusion Certification*
- *Instructions to Bidders for Contracts (Form HUD-5369)*
- *Representations, Certifications, and other Statements of Bidders, HUD-5369-A*

# EXHIBIT 1.A



## EXHIBIT 1.B

<b>Building #</b>	<b>Unit #</b>	<b>Unit Size by # of Bedrooms</b>	<b># of Windows</b>	<b>Total # of Windows by Building</b>
4	11	3	9	28
	13	2	5	
	15	2	5	
	17	3	9	
5	20	4	9	26
	22	1	4	
	24	1	4	
	26	4	9	
11	37	3	9	28
	39	2	5	
	41	2	5	
	43	3	9	
12	45	3	9	28
	47	2	5	
	49	2	5	
	51	3	9	
13	46	3	9	28
	48	2	5	
	50	2	5	
	52	3	9	
			<b>TOTAL</b>	<b>138</b>

EXHIBIT 1.C

Carver Village						
BDP Project # 23011						
Window Inventory per Unit Type/Building						
	ROUGH WINDOW OPENING SIZES					
	54" W x 51 1/2" H	20" W x 39" H	35"W x 35" H	38" W x 51 1/2" H	36" W x 49" H	
BLDG/UNIT TYPE						TOTAL PER BLDG/UNIT
<del>Community Bldg</del>	<del>11</del>	<del>1</del>	<del>1</del>			<del>13</del>
<del>Maintenance Building</del>					<del>1</del>	<del>1</del>
1-Bedroom Unit	2	1		1		4
2-Bedroom Unit	4	1				5
3-Bedroom Unit	5	2		2		9
4-Bedroom Unit	7	2				9

## EXHIBIT 2

Features			
Argon Gas Insulated	No	Interior Color/Finish	White
Balance System	Block and tackle	J Channel	N/A
Clear Opening Sq Ft	[REDACTED]	Lock Type	Cam
Color/Finish Family	White	[REDACTED]	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	<del>Full</del> Yes
Grid Included	No	Screen Type	Fiberglass mesh
Grid Pattern	N/A	Series Name	[REDACTED]
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:

- **CARVER VILLAGE PHASE-1 BIDDERS' MEETING HELD ON  
SEPTEMBER 20, 2023**
- 
- **CARVER VILLAGE PHASE 2 BIDDERS' MEETING HELD ON  
AUGUST 15, 2024**

### AND

- **WOODLAWN VILLAGE BIDDERS' MEETING HELD ON  
AUGUST 14, 2025**

#### ***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 addition funding becomes available

**Question:**

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

**Answer:**

The interior and exterior 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:**

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

**Answer:**

No.

**Question:**

*Since the cost of impact resistant windows is just slightly more than windows with tempered glass, will the housing authority consider a bid for impact resistant windows instead of tempered glass windows?*

**Answer:**

The decision to install tempered glass windows as opposed to impact resistant windows was driven by the amount of available funding for this project. Therefore, the housing authority will not consider any bid for other than tempered glass windows.

**Question:**

*Will the housing authority consider bids for an alternative window other than the brand specified in the IFB?*

**Answer:**

Yes. Please see item 2.B 2.1 and 2.B.2.2 of the posted IFB.

**Question:**

*Will security screens similar to the existing security screens be placed over the new windows?*

**Answer:**

No. The existing security screens will be removed and disposed by the successful bidder. The only screens that will be installed are the insect screens that normally come with the replacement window. Please see Exhibit 2 of the posted IFB.

**Question:**

*Some of the existing window blinds are attached to the interior window frame. How will this be addressed?*

**Answer:**

Please see Item 2.B.3.0 of the posted IFB for specifications concerning the window blinds.

**Question:**

*Will the remainder of the widows in Golfview Village (Carver Village) also be replaced?*

**Answer:**

It is the housing authority's intent to later replace the remaining windows when sufficient funding becomes available.

**Question:**

*Will paint color codes be made available?*

**Answer:**

No. Please see item 2.B.2.4 and item 2.B.4.0 of the posted IFB.

**Question:**

*Can the successful bidder measure the exact sizes of the windows after the bid is awarded?*

**Answer:**

Item 2.B.1.3 of the posted IFB states:

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

If the successful bidder desires to measure/re-measure the window openings after the bid award that will be the bidder's choice as long as these post-measurements do not impact the bidder's submitted bid and the finished project meets the requirements of the IFB. As stated above, the bidder is responsible for *taking its own measurements as well as determining the quantity of the various sizes of window openings.*

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).

"General Decision Number: FL20260082 01/02/2026

Superseded General Decision Number: FL20250082

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).

Modification Number 0 Publication Date 01/02/2026

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.

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IRON0397-003 07/01/2024

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

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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

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

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~~Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including~~

<b>Housing Authority of Bartow</b>	<b>SECTION 3 BUSINESS FORM</b>
Company Name:	Employer (IRS) No:
Address:	Type of Business: <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Woman-Owned
<p><b>THE BIDDER/PROPOSER/CONTRACTOR REPRESENTS AND CERTIFIES THAT IT IS QUALIFIED AS:</b></p> <p><b><input type="checkbox"/> A SECTION 3 BUSINESS SINCE</b></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;"><b><u>OR</u></b></p> <p><input type="checkbox"/> <b>NOT A SECTION 3 BUSINESS</b> 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;"><b><u>OR</u></b></p> <p><input type="checkbox"/> <b>NOT APPLICABLE</b></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: _____

## 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.

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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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" [ ] 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)