

**HOUSING AUTHORITY OF THE CITY
OF WILMINGTON NORTH CAROLINA
(WHA)
RE-BID INVITATION FOR BIDS (IFB)
SOLICITATION NO.: WHA 25.04**

**VACANT UNIT TURNS
FOR 14 UNITS AUTHORITY WIDE**

**SUBMISSION DATE: September 18, 2025
@ 2:00 PM EST**

Prepared By:

**Housing Authority of the City of
Wilmington Procurement and Contracts
Department 1524 S. 16TH Street
Wilmington, NC 28401**

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RE-BID INVITATION FOR BIDS (IFB)
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**HOUSING AUTHORITY OF THE CITY OF
WILMINGTON NORTH CAROLINA**

VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE

Proposals will be accepted at the Housing Authority of the City of Wilmington North Carolina (WHA Central Office), until date and time noted below.

- Specifications/Plans will be available for pickup beginning at 3:00PM on **Thursday, September 04, 2025**, at the Central Office for a non-refundable charge of \$25.00 for project manual. Pick up, or Download Project Manual from our website at www.wha.net, click on Business Opportunities then IFB — no charge
- Questions; E-mail to kyeoman-young@wha.net no later than **September 10, 2025, by 1:00 PM**
- Proposal due by: **Thursday, September 18, 2025, at 2:00 PM.**

The WHA does not discriminate based on race, sex, age, color, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

WHA reserves the right to reject any or all proposals and to waive informalities and or award to multiple vendors, each site will have a separate contract.

NOTICE TO BIDDERS

The Housing Authority of the City of Wilmington North Carolina (“WHA”) is soliciting proposals from contractors for **VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE**

Proposal due by: **Thursday September 18, 2025, at 2:00 PM.** The outer-most label of all submittals must be conspicuously marked: **“RE-BID VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE”** NO EXCEPTIONS!

The proposal price(s) shall be included as provided in the Project Manual. Unless otherwise specified in the Project Manual. Late bids will be handled in accordance with form HUD - 5369B.

A five percent (5%) bid bond is required. Bid bond shall be executed by an acceptable surety, cashier's check or bank draft payable to the Housing Authority of the City of Wilmington North Carolina and shall be submitted with each proposal of \$25,000 or greater and will be returned 4-5 weeks after board approval of contract. PERSONAL CHECK NOT ACCEPTED!

Based on your proposal, all Contractors are required to have the *appropriate license* in order, to perform this project, and the ability to pull permits, if applicable. **No EXCEPTIONS!** All contractors must submit certification that firm is not debarred, suspended or otherwise prohibited from professional practice by any Federal State or local agency.

The WHA does not discriminate on the basis of race, sex, age, color, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

The Wilmington Housing Authority may elect to award a single contract or multiple contracts for the same work or services to two or more contractors under this solicitation.

WHA reserves the right to reject any or all bids, or award to multiple vendors and to waive informalities in the bidding. WHA may disqualify any bidders in accordance with its Procurement Policy. Proposals will be available for review after formal contract award is made.

SUPPLEMENT INSTRUCTIONS TO BIDDERS

Proposals must be in accordance with the following additional instructions, requirements, and procedures to be eligible for consideration:

1. LICENSE:

All Bidders are hereby notified that they must have proper license under applicable State and Local Laws governing their respective trades at the time of submittal of bids.

2. DEFINITIONS:

Owner: Housing Authority of the City of Wilmington North Carolina (WHA)

Designer: Housing Authority of the City of Wilmington or, Licensed Professional engaged by WHA, as identified in the Project Manual.

Project Manager: Designated representative of WHA.

3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

Each bidder shall carefully examine the site and premises of the proposed work, the Proposal, the plans, specifications, and special provisions of the Contract Documents before submitting a proposal. The submittal of a proposal shall be considered full evidence that the bidder has made such necessary examinations, that he knows, and understands the conditions relating to the performance of the work required by the Contract Documents. The bidder has made every provision to operate under existing and stipulated conditions and has included all necessary items for the proper execution of work required by the Contract Documents.

The Owner and Designer shall conduct a pre-bid conference and tour of the Project on the Date and Time specified in the Notice to Bidders. Prospective Bidders are strongly encouraged to attend due to the nature, restrictions, and details of the work.

Other inspections of the Project Site shall be made only during normal business hours and **only by appointment**, arranged a minimum of **48 hours in advance**. Bidders shall not disrupt Owner's operations or residents' privacy in the course of such inspections. The Project Site is a residential community of the Housing Authority of the City of Wilmington, N.C. and visiting bidders shall adhere to security policies and cooperate fully with instructions of WHA management officials.

5. UTILITY CHARGES:

No service or connection charge, or fees by serving utility companies are anticipated in connection with the Project work. Coordination and scheduling of work to be performed by

serving utilities, if required for relocation or temporary disconnection, shall be the responsibility of the Contractor.

6. CLARIFICATION OF DOCUMENTS/ INTERPRETATIONS:

Should any bidder be in doubt about the precise meaning or intent of any part of the plans, specifications or other contract documents, or find discrepancies or omissions therein, he shall immediately notify the Owner or Designer and request a clarification. Prospective bidders shall request such clarification no later than ten (10) days before the date for submittal of bids.

WHA shall issue a clarification or correction by written addendum to all known bidders and to offices where Bid Documents are exhibited for inspection, no later than seven (7) days before the date for submittal of bids. The bidder in the spaces provided on the Form of Proposal shall acknowledge receipt of such addenda.

Neither the Owner nor the Designer shall be responsible for any oral instructions. All requests for payments involving deviations from the contract must be accompanied by a signed change order from the Interim Executive Director of the Housing Authority of the City of Wilmington. Without this documentation, invoices for changes will not be paid.

7. PROPOSAL FORMS/PREPARATION OF PROPOSALS:

Proposals shall be made in strict accordance with the Standard Form of Proposal bound in with these documents, and shall be submitted on the supplied forms.

PROPOSAL DOCUMENTS: The following forms shall constitute the Proposal Documents:

Form of Proposal
Form of Bid Bond (\$25,000 and greater)
Form of Performance and Payment Bond (\$100,000 and greater)
Form HUD-5369C-Representations, Certifications and Statements of Bidders
Form HUD-2992 - Certification Regarding Debarment and Suspension.
Form HUD-92010 - Equal Employment Opportunity Certification.
Form Non Collusive
Form WHA- Comparable Project Completion References Form.
Section 3 Documents:
• <i>Compliance Certification</i>

All required forms shall be completely filled out and properly executed.

The forms shall not be detached from these documents. However, proposals may be submitted on a separate, exact copy of the Form of Proposal and related documents listed above and shall be given full consideration and will have the same force and effect as if bound thereto.

Fill in all appropriate blank spaces provided for Amounts, Contract Time, Alternates, Unit Prices, and Addenda as applicable.

Failure to furnish requested itemized prices or alternates may disqualify the proposal.

State the total amount bid in figures and in narrative in the proper spaces on the proposal form.

No lineation, erasures, adjustments, or alterations shall be made to the printed Form of Proposal. In receiving the proposal, the Owner and the Designer will assume that no such alterations have been made, and if any such modifications become apparent afterwards, they shall not be binding upon either of them.

Changes in any entry shall be made by marking through the initial entry and by inserting the corrected entry adjacent thereto. An authorized representative of the bidder shall initial each such correction.

8. EXECUTION OF PROPOSALS: Proposal Documents shall be executed in the following manner:

- A. If by Sole Proprietor, state by adding "Owner" after the name of the person executing the documents.
- B. If by a Partnership, state by adding "Partner" after the name of the person executing the documents.
- C. If by a Corporation, indicate if by the President or by Vice -President and attest by the Secretary. Identify the title of office of the executing entities and impress the corporate seal on each signature page of the documents.
- D. If the proposal is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above format for sole Owner, Partner, or Corporation, whichever format is applicable.
- E. If a person other than an Owner, Partner, or Officer of a firm holds the Contractor's license, and then the Licensee shall also sign and be a party to the proposal. The title "Licensee" shall be indicated under such signature.

All signatures shall be properly witnessed and sealed.

9. BID SECURITY: Bid Security in an amount not less than five percent (5%) of the base bid amount shall accompany each proposal, for bids exceeding \$25,000, or as stipulated in *Notice to Bidders*. The bid guarantee shall be a negotiable certified check, bank draft, or bid bond, payable to the Owner.

10. SUBMITTAL OF PROPOSALS: Enclose bid documents in an opaque, sealed envelope of sufficient size to accommodate the documents without folding. Identify the envelope in the upper left-hand corner as follows:

EXAMPLE, PROPOSAL FOR: RE-BID VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE

Housing Authority of the City of Wilmington, N.C.

Name of Bidder _____

COMPANY NAME _____

Address _____

Bidder's Lic. No. _____

Address proposals to: **Kenya Yeoman-Young, Procurement Coordinator
Procurement Department
Housing Authority of the City of Wilmington
1524 South 16th Street
Wilmington, NC 28401**

Label the envelope on both sides "PROPOSAL ENCLOSED- DO NOT OPEN!"

Deliver or mail proposals to be received by the Procurement Coordinator at the address specified above and before the stated time for bid opening as specified in the Notice to Bidders.

11. RECEIPT/OPENING OF PROPOSALS: At the time and place established for the receipt of bids in the Notice to Bidders, every Proposal for the specified work received by the Owner within the time specified shall be opened, and acknowledged, regardless of any irregularities therein.

The Owner reserves the right to reject any or all proposals and or award to multiple vendors or to waive informalities.

12. PROTESTS/OBJECTIONS: Prior to the opening of bids, a bidder shall be allowed to change or withdraw his bid as provided above. In the event of objections or protests before or after opening proposals, contentions shall be addressed in the following manner:

Sections VIII. A and B of Procurement Policy

A. General

It is the WHA's policy to resolve all contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may Consider the use of informal discussion between parties by individuals who did not participate substantially in the matter in dispute, to help the differences. HUD will only

review protests in case of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

B. Bid Protests

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within 10 calendar days after Contract award, or the protest will not be considered. All bid protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. A written protest all contain, at a minimum, the name, address and phone number of the protester, identification of the procurement, including solicitation or contract number; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate and arguments; and the form of relief requested. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

The WHA shall issue a decision as expeditiously as possible after receiving all relevant information requested. If the protest is granted, the solicitation or proposed award will be canceled or revised to comply with the protest decision. If the contract has already been awarded, it may be terminated for convenience and the contract re-awarded to the next eligible offeror; the procurement may be resolicited; or, if the WHA determines in writing that based on compelling circumstances such action would not be in the best interests, may let the award stand and pay the successful protestor bid and proposal costs, along with the costs of filing and pursuing the protest. If the protest is not granted, the Contracting Officer will issue a written decision with justification for the denial and explain the appeal rights of the protestor.

13. AWARD OF CONTRACT: If the Owner elects to award a Contract based on proposals received, the Contract will be awarded to the responsible, responsive bidder submitting a qualified proposal taking into consideration standards of quality, performance and the contract time specified in the proposal documents and may award to multiple vendors.

- The award shall be made as soon as practicable after the receipt of proposals as provided elsewhere in these Instructions. Contracts terms shall be **90 DAYS** extensions if agreed upon based on the date of the executed contract.
- Should the successful bidder fail to execute an agreement within 10 days, the contract may be offered to the responsible, responsive bidder submitting the next qualified proposal, at the Owner's discretion.
- The award may be made to a responsible, responsive bidder. A responsible, responsive bidder must follow:

Sections VI. A. 1-7 of procurement policy

A. Contractor Responsibility

WHA shall not award any contract until the prospective contractor, i.e., responsible, responsive bidder or successful offeror, has been determined to be responsible, responsive. A responsible, responsive bidder/offeror must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them. WHA may request additional financial information to review from an apparent low bidder after it opens all submitted bids (WHA will check their credit reports and verify their lines of credit and account balances with the financial institution officer servicing the account.)
2. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; (Verify experience with other customers. Request copies of any audits. Verify that necessary personnel will be available to work on the WHA's contract); and
3. Have the necessary production, construction and technical equipment and facilities, or the ability to obtain them; (Request evidence that the offeror has all the equipment and facilities he/she will need or the capability to obtain them. Visit the offeror's place of business or other job sites to verify equipment and facilities. Contact equipment dealers and/or facility owners from whom the offeror indicates that he/she will rent or lease the equipment or space); and
4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments; (verification by information on all other active contracts the offeror is performing and status); and
- s. Have a satisfactory performance record; (WHA will require offerors to submit contract information for recent contracts they have performed for other customers and contact them to ascertain the offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable. Inquire of past customers whether or not they would contract with the offeror again and why. Research the offeror's performance history with the WHA); and
6. Have a satisfactory record of integrity and business ethics; (verification with the Better Business Bureau and various State and Federal Government officers) and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including but not being suspended or debarred from Federal Programs, or not being under a HUD -imposed Limited Denial of Participation to a contractor. This HUD website www.hud.gov/enforce. WHA will check to determine if a contractor has been suspended or debarred from participation in Federal Programs. The GSA website is <http://epls.arnet.gov>. WHA will check to see if the contractor has been suspended by WHA from bidding on WHA's bid/offers.

14. **BIDDER QUALIFICATION:** Before awarding a contract, the Owner reserves the right to require the apparent qualified bidder to qualify himself to be the responsible bidder by furnishing such relevant information, which may include any or all of the following:

- Permanent name, address, and telephone of place of business.
- Length of time the organization has been in business under its present name and trade, and the number of regular employees with proper qualifications for the required work.
- Financial statement with balance sheet and income statement or other financial information satisfactory to the Owner, upon request. **(This will not be made public.)**
- Proof of satisfactory performance of projects of similar scope, requiring specialized *skills*, and experience and workmanship standards required for the work specified.
- List of names and license numbers of organization members or employees who hold trade or professional licenses or credentials.
- The name and home office address of the Surety proposed, and identification of its authorized agent licensed in North Carolina.
- List of principal materials and identification of suppliers and sub-contractors entering into the proposed contract work.
- **Any other information the Owner may consider relevant** to the bidder's qualifications for the performance of the work required by the terms of the Contract Documents.
- Should the Owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above qualifications, which bidder will be so notified, and his bid security will be returned to him without prejudice.

15. **NOTIFICATION OF AWARD:** The Owner will notify the successful bidder in writing that his bid has been accepted and of the intent to award the contract, which shall constitute the Notice of Award.

The Notice of Award, if an award were made, will be issued within sixty days (60) after the receiving of bids, except that the Owner reserves the right to request from the successful Bidder an extension of the decision to award the contract for such reasonable time beyond the stated 45 days as may be mutually agreeable to both parties.

16. **EXECUTION OF CONTRACT:** Following the issuance of the Notice of Award and approval of the Materials and Sub -Contractor List, three (3) counterparts of the prepared Contract Documents will be sent to the successful Bidder for execution.

The Bidder shall promptly execute all counterparts of the contract and return them, together with the specified Bonds and Insurance Certificates and Power of Attorney attached to each counterpart, to the WHA / Designer for review within ten (10) days.

As soon as practicable after receipt of the executed, verified documents, the Owner shall complete the execution of the Contract and return to the Contractor his counterpart of the Documents.

Should the successful bidder fail to execute an agreement, the contract may be offered to the next responsible, responsive bidder submitting the next qualified proposal, at the Owner's discretion.

The official Contract Forms, Bond Forms, Insurance Forms, and related documents are included in the Project Manual.

END SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

HUD WAGE DETERMINATION

THE PRIMARY CONTRACTOR AND HIS SUB-CONTRACTORS ARE REQUIRED TO PAY MINIMUM RATES OF PAY IN ACCORDANCE WITH SECTION 2 OF THE GENERAL CONDITIONS AS ESTABLISHED BY THE U.S. DEPARTMENT OF LABOR.

A COPY OF THE APPLICABLE MINIMUM RATES OF PAY IS REQUIRED TO BE POSTED AT THE JOB SITE UNTIL PROJECT COMPLETION.

"General Decision Number: NC20250106 01/03/2025

Superseded General Decision Number: NC20240106

State: North Carolina

Construction Type: Residential

County: New Hanover County in North Carolina.

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).

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:	. 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.
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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:	. 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
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OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 18.50	1.47
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.	\$ 18.50	1.56
OPERATOR: Bulldozer.	\$ 16.83 **	0.00
OPERATOR: Grader/Blade.	\$ 15.83 **	0.00
OPERATOR: Loader.	\$ 15.12 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 17.45 **	0.00
OPERATOR: Roller.	\$ 13.55 **	0.00
PAINTER (Brush and Roller)	\$ 13.17 **	0.00
PAINTER: Spray.	\$ 13.02 **	0.00
PLUMBER.	\$ 18.06	0.00
ROOFER.	\$ 14.98 *'	0.00
SHEET METAL WORKER.	\$ 16.75 **	0.00
TRUCK DRIVER: Dump Truck.	\$ 15.13 **	0.48
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 14.77 **	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>.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov by mail to:

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"

FORM OF PROPOSAL FOR: GENERAL NON-CONSTRUCTION CONTRACT
Solicitation No. **WHA25.04— September 4, 2025**

PROJECT: **VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE**

Housing Authority of the City of
Wilmington North Carolina

ID Code: NC001

SUBMITTED TO: Kenya Yeoman-Young, Procurement Coordinator
Housing Authority of the City of Wilmington
1524 South 16th Street
Wilmington, NC 28401

SUBMITTED BY: Bidder's Company Name: _____
Name: _____
Address: _____
E-mail Address: _____
Lic. No. : _____ as applicable
Phone #: _____
Fax #: _____
Date: _____

In compliance with the request for proposals issued by the WHA, the undersigned as Bidder hereby proposes to furnish all labor and materials, equipment, operations, and incidentals, and to perform all work for the complete execution of entering into the **GENERAL CONTRACT** for the **VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE**, in strict accordance with Plans (if applicable), Specifications, Contract Documents, applicable codes and regulations to the full and entire satisfaction of the Owner for the consideration on of the following amount:

Base bid amount: _____

TIME OF COMPLETION shall be as specified in the Supplementary General Conditions, Supplement Clause 25, and ***Contract*** Period.

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal, as principal or principals, is or are named herein, and that no other party or parties than those herein identified have any interest in this proposal or in the contract which may be entered into as a result of acceptance of this proposal; and that this proposal is made without connection with any person, company, corporation or parties making a bid or proposal; and that this proposal is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Site of the Work and informed himself fully with all conditions pertaining to the place where the Work is to be performed; that he has examined the Drawings, Specifications and Instructions for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to submitting proposal, and that he fully understands and has made every provision to operate under the conditions relative to the Work required by the Contract Documents.

The undersigned further states that he is a duly licensed contractor in the State of North Carolina under applicable statutes governing his trade, and that all fees, licenses, permits, and charges pertinent to the submission of this Bid have been paid in full.

If written notice of the acceptance of this Bid is delivered to the undersigned within ninety(90) days after the date of Opening of the Bids, or any time thereafter before the specified time for retention of the Bids expires, the undersigned will, within ten (10) days after the date of such notice, execute and deliver a contract in the Form of Contract bound in with the Specifications, and provide Performance and Payment Bonds and Certificates of Insurance in accordance with the requirements prescribed in the Supplementary General Conditions.

The undersigned further agrees that in the case of failure on his part to execute the said Contract, Bonds and required Certificates of Insurance within ten (10) consecutive calendar days after written notice being given of the Award of the Contract, the submitted proposal shall be disqualified, and the Bid Security in the form of cash, certified check or bid bond shall be paid into the funds of the Owner's account set aside for the project as liquidated damages for such failure, and a contract may be offered to the bidder submitting the next qualified proposal at the discretion of the Owner; otherwise the Bid Security accompanying this proposal shall be returned to the undersigned.

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Owner and to, fully complete all work required by the Contract within the consecutive calendar days stated in this proposal, from and including said date. For each day in excess, thereof applicable liquidated damages shall be assessed as stipulated in Supplementary General Conditions.

In submitting this proposal, it is understood that the Owner reserves the unqualified right to reject any and all proposals, and to waive informalities or irregularities in the bids.

Respectfully submitted this _____ day of _____, 2025

Witness: _____ Firm or Corporation making bid

(Partnership/Proprietorship) By: _____

Attest: _____ Title: _____
(Corp. Sec. or Asst. Sec. Only) (Owner, Partner, or Corp. Pres. or Vice-Pres. Only)

Address: _____

(Corporate Seal) _____ License No.: _____

The Bidder declares that he has received, reviewed, and complied with all instructions issued in the following addenda:

Addenda Received and Considered in Preparing the Bid: (Initial as appropriate)

Addendum No. ____ Date _____ Initial _____
Addendum No. ____ Date _____ Initial _____
Addendum No. ____ Date _____ Initial _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)

as PRINCIPAL, and _____
(Name of Surety)

as SURETY, are held and firmly bound unto the Housing Authority of the City of Wilmington, NC, P. O. Box 899, or 1524 South 16th Street, Wilmington, NC hereunder called the "Local Authority", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the principal has submitted the accompanying bid, dated _____, 2025, for

CONTRACT No: WHA25.04
VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

PROJECT COMPLETION REFERENCE FORM
VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE

Include a letter from each reference on their letterhead, with contact information and an original signature.

	NAME OF PROJECT	LOCATION	Est. Value	REFERENCE
1.	_____	_____	\$ _____	NAME: _____
	ADDRESS: _____		Year: _____	PHONE: () _____
2.	_____	_____	\$ _____	NAME: _____
	ADDRESS: _____		Year: _____	PHONE: () _____
3.	_____	_____	\$ _____	NAME : _____
	ADDRESS: _____		Year: _____	PHONE: () _____
4.	_____	_____	\$ _____	NAME: _____
	ADDRESS: _____		Year: _____	PHONE: () _____
5.	_____	_____	\$ _____	NAME: _____
	_____	_____	\$ _____	NAME : _____
	ADDRESS: _____		Year: _____	PHONE: () _____

**NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER
VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE**

**Housing Authority of the
City of Wilmington North Carolina
P.O. Box 899
Wilmington, NC 28402**

State of _____

County of _____

_____, being first
duly sworn, deposes and says: That he is

(a Partner or Officer of the Firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Housing Authority of the City of Wilmington, NC or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Signature of Bidder, if Bidder is an Individual)

(Signature of Partner, if Bidder is a Partnership)

(SEAL)

(Signature of Officer, if Bidder is a Corporation)

NOTARY

Subscribed and sworn to before me this ____ day of _____, 20__

My Commission expires: _____

CONTRACTOR'S SECTION 3 COMPLIANCE CERTIFICATION

The undersigned makes this certification with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, I hereby state:

1. I am the _____ of _____
(Owner, Partner, Officer, Representative, Agent)
the Bidder that has submitted the attached Bid; and

2. My company adheres to Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u which requires, to the greatest extent feasible, that a "good faith effort" is given to identifying small businesses located within the boundaries of the Section 3 service area, making them aware of contracting opportunities, encouraging their participation and actually awarding contracts to Section 3 business concerns.

3. Efforts will be made to undertake outreach activities intended to encourage participation by Section 3 residents in training and employment opportunities, to include but not limited to:

A. Advertising in local media;

B. Distributing flyers on training and job opportunities to public housing sites and posting flyers in common areas;

C. Informing labor organizations and private job training agencies of potential jobs and contract opportunities;

D. Participation in job information meetings and workshops to help Section 3 residents complete applications and learn interviewing techniques.

Signature of Authorized Certifying Official: _____

Title: _____ Date: _____

Company

Name: _____

SECTION 3 DEFINITIONS:

A. Section 3 Resident:

Low- or very low-income person who resides in the Wilmington Metropolitan Statistical Area (MSA) in which Section 3 covered assistance is expended. Wilmington MSA consists of New Hanover and Brunswick Counties.

B. Section 3 Business Concern:

A business concern that is:

1. Fifty one percent (51%) or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or were Section 3 residents within three years of the date of first employment with the business concern; or
3. That provides evidence of a commitment to subcontract in *excess* of twenty five percent (25%) of the total bid/proposal price awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 in this definition of a Section 3 business concern.

C. Section 3 Covered Assistance:

1. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. Assistance provided under any HUD housing or community development program. Assistance expended for housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement), housing construction or other public construction projects.

D. Section 3 Covered Contract:

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e. the installation of the furnace) and is thereby covered by Section 3.

II. ORDER OF PROVIDING PREFERENCES

A. Section 3 Residents

Efforts shall be directed to providing training and employment opportunities to Section 3 residents in the following order of priority:

1. Residents of the Housing Authority of the City of Wilmington development or developments for which the Section 3 covered assistance is expended (category 1 residents).
2. Residents of other Housing Authority of the City of Wilmington developments managed by the Housing Authority of the City of Wilmington (category 2 residents).
3. Participants in HUD Youthbuild programs being carried out in the Wilmington MSA (category 3 residents).
4. Other Section 3 residents of New Hanover County (category 4 residents).
5. Other Section 3 residents of Brunswick County (category 5 residents).

A Section 3 resident seeking employment provided by this part shall certify, in a form suitable to the Housing Authority of the City of Wilmington, that they are a Section 3 resident as defined in paragraph I.A. of this document.

B. Section 3 Business Concerns

Efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority.

1. Business concerns that are fifty one percent (51%) or more owned by residents of the Housing Authority of the City of Wilmington developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes thirty percent (30%) of these persons as employees (category 1 business);
2. Business concerns that are fifty one percent (51%) or more owned by residents of other Housing Authority of the City of Wilmington developments where Section 3 covered assistance is expended, or whose full-time, permanent world force includes thirty percent (30%) of these persons as employees (category 2 business);
3. HUD Youth build programs being carried out in the MSA in which the Section 3 covered assistance is expended (category 3 business); and
4. Business concerns that are fifty one percent (51%) or more owned by Section 3 residents or whose permanent, full-time workforce includes no less than thirty percent (30%) Section 3 residents or that subcontracts in excess of twenty five percent (25%) of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section. (category 4 business).

A business concern seeming to qualify for a Section 3 contracting preference shall certify, in a form suitable to Housing Authority of the City of Wilmington, that the business concern is a Section 3 concern as defined in paragraph I.B. of this document.

III. SECTION 3 GOALS

Employment Opportunities

Thirty percent (30%) of the aggregate number of new hires for the one-year period beginning in FY 1997 (October 1, 1996 through September 30, 1997), and **continuing each year thereafter.**

Contracting Goals

At least ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work, for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and At least three percent (3%) of the total dollar amount of all other Section 3 covered contracts.

Good Faith Effort

Each contractor and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, has been made to fill all training positions with lower income area residents; and fill all employment positions identified during this project, and shall attempt to recruit from the appropriate areas, the necessary number of lower income residents through local advertising media, signs placed at the proposed site, and community organizations, and public and private institutions operating within or serving the service area.

Encl of section 3 Definition

SAMPLE
Contract for Service
(Contract No. :)

This Contract for VACANT UNIT TURNS FOR 14 UNITS AUTHORITY WIDE
(the "Contract") made this the ___ day of _____ by and between the HOUSING
AUTHORITY OF THE CITY OF WILMINGTON, NORTH CAROLINA (the "Authority"), whose
address is 1524 S. 16 ' Street, Wilmington, North Carolina and
_____ ("Contractor") whose address is _____

Recitals

WUEREAS, the Authority is a public body and body corporate and politic organized under the laws of the State of North Carolina;

WHEREAS, the Authority has selected the Contractor to perform the services describe in this Contract in accordance with the Authority's procurement policy;

WHEREAS, the Contractor has the knowledge and experience required to fully perform the scope of work herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good valuable consideration hereby acknowledged, the parties hereto agree as follows:

Section 1. Conti act Performance

The Contractor shall perform all tastes set forth in the "Scope of World" attached as Exhibit A and the Project Manual.

Section 2. Statement of Work

The Contractor shall furnish all labor, material, tools, equipment, transportation, supervision and related services to perform and complete all work required under this Contract. All world shall be in strict conformance with the Contract, as amended.

In its performance of the world under the Contract, the Contractor shall perform all world in a prompt and efficient manner, as well as use its best efforts to minimize disturbance to residents at the Authority's premises.

Section 3. Changes

The Authority may at any time, by written order, and without notice to the sureties, if any, make changes within the scope of the Contract (including the Scope of Worth and Project Manual in the services to be performed or supplies to be delivered by the Contractor.

if any such change causes an increase or decrease in the hourly rate or the time required for performance of any part of the work under the Contract, or otherwise affects the conditions under which the Contract shall be performed by the Contractor, the Authority shall make an equitable adjustment in the hourly rate, the delivery schedule, or other affected terms, and shall modify the Contract accordingly.

The Contractor must assert its right to an equitable adjustment under this Section within thirty (30) days from the date of receipt of the written order for change. However, if the Authority decides that the facts justify it, the Authority may receive and act upon a proposal submitted before final payment of the contract.

Failure to agree to any adjustment shall be a dispute which shall be resolved under Section 18. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the Authority.

If the contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of the contract, the contractor shall pay to the Housing Authority of the City of Wilmington, N.C. liquidated damages in the sum of \$ _____ per day for each day of delay.

Disputes: Failure to complete the project, or any part thereof, on a specified date or dates shall not form a basis for a contractor's claim for extra compensation. No claims by a contractor for extra compensation or adjustments will be allowed on account of deletions of work items or delay or failure of others to complete work.

Default: If the Housing of the City of Wilmington, N.C. deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the contract, an equitable deduction from the contract price shall be made by agreement between the contractor and the Housing Authority of the City of Wilmington, subject to prior approval of HUD and subject to settlement in case of dispute, as herein provided.

Section 4-. Contract Price

Prices for the Contract shall be as follows:

- A. For services as specified in the Scope of Work and Project Manual, Contractor shall be paid in the amount _____ for such services.

Section 5. Contract Term

The Contract shall commence with the date listed on the award letter for one year, with an option exercisable by the Authority to extend the contract for 90 days, unless terminated sooner by either party in accordance with the provisions of the Contract. Contractor will be notified by letter if an extension is granted.

After the Contract has been executed by the Authority and delivered to the Contractor, the Contractor shall deliver a fully executed original of the Contract to the Authority no later than ten (10) days after delivery by the Authority. If the fully executed original Contract is not delivered to the Authority within the time specified above, the Authority may in its discretion cancel the award and nullify the Contract.

Contractor will be fined \$100.00 per day, for every day, over the agreed upon completion date.

Section 6. Insurance Requirements

Before work begins, the Contractor shall procure from a reputable insurance company authorized to do business in the State of North Carolina the following insurance policies that provide (at a minimum) the following coverage:

- A. **Commercial General Liability** - \$1,000,000 per occurrence combined single limit with a \$2,000,000 annual aggregate for bodily injury liability and property damage liability, including premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and commercial umbrella coverage, and a contractual liability endorsement.
- B. **Commercial Auto Policy** - \$1,000,000 each occurrence combined for bodily injury liability and property damage liability, including owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- C. **Worker's Compensation and Employers' Liability** — coverage for all employees to the statutory limits in compliance with state and federal law; employer's liability of \$500,000 each accident; \$500,000 bodily injury by disease each employee; \$500,000 bodily injury by disease policy limit.
- D. **Builders Risk Insurance** - is required written in the amount of 100% of the contract amount. Coverage shall apply to risks of direct physical loss or damage to buildings and structures while in the course of construction, including foundations, attachments, machinery and all permanent fixtures constituting a part of said buildings or structures.

The Authority shall be named as an additional insured on the contractor's commercial general liability and business auto liability. Current, valid insurance meeting the requirements shall be maintained during the entire duration of the Contract. Renewal certificates shall be sent to the Authority thirty (30) days prior to any expiration date. The Authority shall be provided written notification in the event of cancellation or modification by either Contractor or Contractor 's insurer of any coverage required under the Contract no less than thirty (30) days prior to such cancellation or modification.

The Contractor shall furnish the Authority with a Certificate(s) of Insurance evidencing the coverage required hereunder. It shall be unacceptable for any Certificate of Insurance to contain language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required hereunder.

It shall be the responsibility of the Contractor to ensure that any agreements between Contractor and sub-contractors contain the same insurance requirements as set forth in the Contract.

Section 7. Payment and Performance Bonds Requirements, if applicable.

The Contractor shall provide to the Authority payment and performance bonds naming the Authority as a dual obligee in an amount not less than the full value of the Contract. The Contractor shall not have done or permitted anything to be done that would affect the coverage of any performance or labor and material payment bonds required by the terms of the Contract and, upon demand of the Authority, the Contractor shall have obtained a written statement from the bonding company or companies assuring that such coverage continues in full force and effect.

Section 8. Billing and Payment

The Contractor shall submit an original copy of each invoice containing contract number, location, and signature of property manager to ensure all work has been performed as requested, to the Authority at 1524 S. 16th Street, Wilmington, N.C., Attn: Finance Department. The Authority shall pay the Contractor within 30 calendar days following receipt of an acceptable invoice. The Authority is not responsible for any equipment on site.

Section 9. License

During the term of the Contract, the Contractor shall maintain the proper license(s) under applicable state and local laws as required by the Authority, to perform all work under the Contract.

Section 10. Termination for Convenience

The Authority may terminate the Contract, in whole or in part, for the Authority's convenience. The Authority shall terminate by delivering to the Contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon

receipt of the notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise); and (b) deliver to the Authority all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

Upon termination for the convenience by the Authority, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination (and upon the receipt by the Authority of a properly presented claim setting out in detail) including: (i) the total cost of the work performed to date of termination; (ii) the cost of settling and paying claims under subcontracts and material orders for any work performed and materials and supplies delivered to the site, payment for which has not been made by the Authority to the Contractor; (iii) the cost of preserving and protecting the work already performed (provided that such work was approved by the Authority), until the Authority or a party designated by the Authority takes possession thereof or assumes responsibility therefore.

Section 11. Termination for Cause

The Authority may terminate the Contract, in whole or in part, for cause. "Cause" shall include, but not be limited to: (a) failure of the Contractor to fulfill its obligations under the Contract; (b) falsification by any officer, employee or agent of the Contractor of any document or information submitted by the Contractor past or present in connection with the subject matter of the Contract; (c) Contractor's bankruptcy, insolvency, assignment for the benefit of creditors, marshaling of assets, or other such events; or (d) occurrences reasonably justifying the Authority's opinion that the Contractor is about to become unable to meet its obligations under the Contract.

The Authority shall terminate the Contractor for cause by delivering to the Contractor a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all *services* affected (unless the notice directs otherwise); and (ii) deliver to the Authority all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

If the termination is for cause, the Authority may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Authority, any work as described in Subsection 11. (ii) above, and compensation be determined in accordance with the provisions set forth in Section 3 above; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the Authority; and/or (3) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the Authority by the Contractor.

Section 12. Reports and Records

The Contractor shall provide all reports pertaining to its performance of the Contract reasonably required by the Authority.

The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under the Contract, be provided access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section 13. Assignment

The Contractor shall not assign or otherwise transfer any of its obligations or interest under the Contract without the prior written consent of the Authority.

Section 14. Equal Opportunity

The Contractor shall comply with the provisions of any federal, state, or local laws prohibiting discrimination on the grounds of race, color, sex, age, creed, national origin, marital status or handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88352, 78 Stat. 241), Title VII of the Civil Rights Act of 1968 and Section 504 of the Rehabilitation Act of 1973.

Section 15. Authority's Waiver of Claim

In the event of the suspension or termination of the Contract, the Contractor shall remit to the Authority any unexpended balance of payments made by the Authority under this Agreement. The Authority's acceptance of the Contract remittance shall not constitute a waiver of any claim that the Authority might have against the Contractor.

Section 16. Indemnification

The Contractor shall protect, defend, indemnify and hold the Authority, its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of the Contract and/or the performance hereunder that are due to the omission, negligence or action of the Contractor, its officers, employees, or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Section 17. Third Party Relationships

The Contract shall not be construed to create any relationship of third-party beneficiary involving the Authority. The Contractor shall include in all contracts, subcontracts, or other

agreements with other parties relating to the Contract an acknowledgment by those parties that this Contract does not create any relationship of third-party beneficiary.

Section 18. Dispute Resolution

All disputes arising under or relating to the Contract in connection with the Contractor's claims, except for disputes arising under provisions contained in Section II of the General Conditions for Non-Construction (Form HUD-5370-C) which is attached to the Contract as Exhibit E, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this Section.

All claims by the Contractor shall be made in writing and submitted to the Authority. A claim by the Authority against the Contractor shall be subject to a written decision by the Authority.

The Authority shall, with reasonable promptness, but in no event in no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the Authority's decision, shall notify the Authority in writing that it takes exception to such decision, the decision shall be final and conclusive.

Provided the Contractor has (i) given the notice within the time stated above, (ii) excepted its claim relating to such decision from the final release; and (iii) brought suit against the Authority not later than one (1) year after receipt of final payment, or if final payment has not been made, not later than one (1) year after the Contractor has had a reasonable time to respond to a written request by the Authority that it submit a final voucher and release, whichever is earlier, then the Authority's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

The Contractor shall proceed diligently with performance of the Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of the Authority.

Section 19. Notices, Demands, Approvals and Verifications.

All notices required to be given hereunder shall be in writing and shall be deemed served at the earlier of (i) receipt; (ii) the business day following deposit with a naturally recognized overnight courier service, postage prepaid for overnight delivery and addressed to the parties at their applicable addresses; or (iii) four (4) business days after deposit in registered, certified or first-class United States mail, postage pre-paid, return receipt requested and addressed to the parties at their applicable addresses. For purposes of notice, the following addresses, or such other addresses as may from time to time be designated by written notice given as herein required shall be the parties' applicable addresses:

The Contractor:

Attn: _____

The Authority:

Housing Authority of the City of Wilmington North Carolina
1524 South 16th Street
Wilmington, NC 28401
Attention: CEO

Section 20. Section 3

The work performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1986, 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 person, particularly persons who are recipients of HUD assistance for housing.

The parties agree to comply with HUD regulations in 24 CFR part 135 which implement Section 3. As evidenced by its execution of the Contract, the Contractor certifies that it is under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Section 21. Independent Contractor

The Contractor agrees that it is an independent contractor, and this Agreement shall not be construed as establishing a joint venture, partnership, or, any principal-agent relationship between the Authority and the Contractor. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation and any claims arising there from.

Section 22. Compliance with Laws

The Contractor shall comply with all laws, ordinances, rules and regulations pertaining to performance of work under or in connection with the Contract, and shall hold the Authority harmless against any fine, penalty, or damage for any actual negligent failure on the part of the Contractor to comply therewith.

Section 23. Entire Agreement

The Contract constitutes the entire agreement between the Authority and the Contractor and supersedes all prior oral and written agreements, if any, between the parties.

Section 24. Contract Documents

The Contract shall consist of the following components which are incorporated herein by reference:

- A. Scope of Work (Exhibit A)
- B. The Project Manual dated _N/A_ (Exhibit B) if applicable.
- C. Instructions to Bidders for Contract (Form HUD-5369) (Exhibit B)
- D. Representations, Certifications and Other Statements of Bidders (Form HUD-5369C) (Exhibit D)
- E. General Conditions for Non-Construction Contracts, Section II — (With Maintenance World) (Form HUD-5370-11) (Exhibit E)
- F. Certification Regarding Debarment and Suspension (Form HUD-2992) (Exhibit F)
- G. Equal Employment Opportunity Certification (Form HUD-92010) (Exhibit G)
- H. Section 3 Compliance Certification (Exhibit H)
- I. Notice to Proceed (Exhibit I) if applicable.
- J. The Request for Proposal (WHA25.04) including all amendments and addenda, (provided, however, if any provision in the Contract is inconsistent or conflicts with any provision in the Request for Proposals, the provision in the Contract shall govern) Entire Packet.
- K. The Contractor's bid form dated _____ (provided, however, in the event that any provision in the Contract is inconsistent or conflicts with any provision in the Contractor's bid form, the provision in the Contract shall govern)

IN WITNESS WHEREOF, the parties thereto have caused this instrument to be executed in two (2) original counterparts as of the day and the year first above written.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF WILMINGTON, NORTH CAROLINA

By:

Tyrone Garret, CEO/Contracting Officer

Date:

CONTRACTOR:

By: _____

Name:

Title:

Date:

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Exhibit A

Scope of Work
(See Attached)

SCOPE OF WORK
VACATED UNIT TURN SERVICES

Proposed Scope of Work:

Vacated Unit Turn Services

Overview: Vacated apartments in the Wilmington Housing Authorities developments are in need of cleaning, refreshing, repairing, and painting. The statement of work will outline what is needed for these units, which are located across WHA's residential developments.

General Conditions:

1. Installation shall comply with all local, state, and national codes. The contractor is responsible for all permits and inspections. *The contractor shall provide the materials, perform all work, conduct all tests, and pay all costs and fees necessary to make the apartment ready for use by the owner.* It is understood that these specifications shall be fulfilled in their true spirit and intent so that any minor materials or devices essential to proper or convenient operation, required or implied, shall be supplied and installed by the contractor without extra charge, even though not specifically spelled out.
2. The contractor will be responsible for notifying the property manager when entering and exiting the development daily.
3. The contractor is responsible for ensuring all safety practices are followed.
4. Warranty/Guarantee: All equipment, materials, and installation shall be guaranteed to be free from defects for 1 year after final acceptance of work or in accordance with a standard guarantee.
5. The contractor will be fined **\$100.00 per day** for every day over the agreed upon completion date.

DESCRIPTION OF CLEANING SERVICES:

1. Sweep & mop all hard surface floors.
2. Vacuum and shampoo all carpeted floors where applicable.
3. Clean all Kitchens including:
 - Clean kitchen sinks
 - Degrease and clean stovetops, ovens, range hood and/or microwaves
 - Degrease all walls when applicable
 - Deep clean and sanitize refrigerator & freezer inside and out.
 - Deep clean all cabinets inside and out.
 - Clean all pantry areas
4. Wash all baseboards throughout Apartment.
5. Clean all light fixtures inside and outside the apartment. Replace as needed
6. Wash or replace all receptacle covers.
7. Clean & sanitize all bathrooms: Including
 - Toilets
 - Replace all toilet seats
 - Vanities (Inside & Out)
 - Mirrors

- Tubs/showers (Including surrounds)
 - Flooring
 - Exhaust fans
 - Windows
8. Clean or replace all blinds throughout the unit.
 9. Replace blinds when broken or missing
 10. Clean all windows inside and out
 11. Clean, paint or replace all HVAC vents throughout the unit (Including HVAC Mechanical Closets).
 12. Strip all waxed surfaced floors & apply four (4) coats of high-quality wax.
 13. Remove and dispose of all trash and unclaimed personal property from unit
 14. Clean front and back porches.
 - Sweeping front and back stoops
 - Washing walls of any dirt on the front and back porches
 - Wash the screen doors
 - Wash the front and back doors
 - Wipe down all soffits on the front and back porches
 - Sweep out all storage units.

DESCRIPTION OF PAINTING SERVICES:

1. The contractor will smooth, paint, and make any minor repairs to the interior walls and ceiling in the apartment.
2. The contractor will paint the apartment with the designated color paint for the selected property. Contractor will verify designated color paint for each property with WHA prior to painting.
 - a) Price with contractor providing paint. Sherwin Williams Promar 200 Interior Latex and Promar 200 Semi-Gloss.
3. The contractor will cover and lay down tarps throughout the apartment to prevent any paint spilling on the property/and or residents furniture/clothing.
4. The contractor will not paint over any light, light switch, or electrical outlet.
5. The contractor will not pour or empty any paint in the drain lines of the apartment(s). There will be no cleaning of painting equipment on site.
6. The Contractor will apply (1) coat of primer and (2) two coats of paint to all walls in the apartment as needed.
7. The contractor will cut in the ceilings, trim the doors, stairwells, cabinets, and baseboards.
8. The contractor will paint all ceilings, trimming of doors, base boards, and stairwells in color designated by WHA.
9. Paint all exterior doors, trim and screen doors.
10. The contractor will be responsible for painting all walls to a smooth finish. The contractor will remove any excess paint from the apartment.
11. The contractor will repair any drywall damage.
12. The contractor will have a maximum of three (3) days to paint the apartment. If the contractor is given more than one apartment in a day, the number of apartments given must be completed within the three-day period.

13. The contractor will have (1) one day to paint a studio and (1) one day to paint a one-bedroom apartment, (2) two days to paint a 2- & 3-bedroom apartment and (3) days to paint a 4- & 5-bedroom apartment.
 - a) May need multiple contractors to complete painting units in the above-mentioned time. Multiple contracts may be awarded.

CONTRACTOR RESPONSIBILITIES

1. The contractor will only work between the hours of 8 am – 5 pm Monday through Friday, unless otherwise arranged.
2. The contractor will check in with the WHA Project Manager daily. He/She will let the contractor in the apartment.
3. The contractor will clean the work area and notify the WHA Project Manager to lock the apartment before the contractor departs the apartment by 5 pm.
4. The contractor will contact the Project Manager after each apartment is completed for an inspection of the apartment. The contractor and Project Manager will ensure that all work is completed so the contractor can be paid for that apartment.
5. The contractor will present an invoice for the work rendered after the apartment(s) have / has been completed and inspected by the Project Manager and all corrections made.
6. The contractor will be responsible for all safety regulations and comply with all OSHA, state, and local regulations.
7. The contractor will ensure that all safety practices are implemented while on the development.
8. The contractor will contact the Project Manager before working on anything not stated in this statement of work or the Task Order.
9. There may be units that do not require complete painting.

Scope of work (as needed): See below. Bullet points provided by WHA

Entryways

- Replace all exterior light fixtures and bulbs
- Replace exterior screen door and hardware
- Repair or replace exterior screen door frame and trim
- Replace threshold
- Replace exterior screen door sweep and weatherstripping
- Repair or replace metal entry doors
- Replace metal entry door hardware
- Repair or replace metal entry door frame and trim
- Replace metal entry door sweep and weather stripping
- Replace GFCI receptacle and in-use cover
- Repair and Paint exterior siding, ceiling, and wood trim
- Repair or replace soffit and fascia as needed

Kitchen, Pantry, Laundry Room and Dining Room

- Repair or replace missing or damaged drywall in the ceiling and walls
- Replace hot and cold water shut off connections at washer box and box trim

- Install new washer Trim Box
- Repair or replace all kitchen cabinets (wall and base)
- Replace counter tops
- Replace thru wall dryer vent and cover
- Replace kitchen double sink and faucet with sprayer, including new shutoff valves, supply lines, drain kit, basket strainers, P-traps and any associated plumbing
- Install new electric range and cord and receptacle
- Install new microwave
- Install new refrigerator
- Replace all light fixtures (including chandelier and ceiling fans), GFCIs, duplex receptacles, light switches, coax cable connection and cover plates
- Replace all blinds with non-chorded versions
- Prime (1 coat) Paint (2 coats) all walls and ceilings including closet
- Prime (1 coat) Paint (2 coats) all doors, trim, baseboards, and molding including closet Repair or replace any missing or damaged drywall including closet
- Repair electrical wiring as needed
- Repair or replace storm windows
- Repair or replace windowsill, jamb, sash etc.
- Repair or replace walls and ceiling
- Install wooden baseboard and ¼ round molding including closet and remove old
- Remove floor surface, if needed, and install new floor surface including pantry, closet, and laundry Area
- Install new flooring including pantry with LVP (laminated vinyl plank) with padding
- Repair or replace underlayment
- Repair or replace subfloor, if needed
- Replace HVAC registers

- Install new pantry shelves and hardware (4)
- Repair or replace any missing or damaged Exterior Sheathing Foam Board Insulation
- Replace/Add missing wall insulation (R13 include 100 sq ft)
- Replace/Add missing ceiling insulation (R30 include 50 sq ft) or blow insulation

Hallways

- Replace all light fixtures, duplex receptacles, light switches, and cover plates including closet, if applicable.
- Repair or replace interior doors including closet
- Replace interior door hardware including closet
- Repair or replace closet door frame including closet
- Replace interior door trim including closet
- Prime (1 coat) Paint (2 coats) all walls and ceilings including closet
- Prime (1 coat) Paint (2 coats) all doors, trim, baseboards, and molding including closet
- Repair or replace any missing or damaged drywall including closet
- Repair electrical wiring as needed
- Repair or replace walls, ceiling, and any missing or damaged subfloor.
- Install wooden baseboard and 1/4 round molding including closet and remove old
- Remove floor surface including closet, if needed, for new floor surface
- Install new flooring including closet (LVP)
- Repair or replace underlayment
- Repair or replace subfloor if needed
- Replace HVAC registers
- Replace HVAC filter grill

- Repair or replace lockable attic access door
- Remove old/install new wire shelves and hardware in closet
- Repair or replace electrical panel components as needed
- Replace wall plate with phone jack connection
- Replace/Add missing wall insulation (R13 include 100 sq ft)
- Replace/Add missing ceiling insulation (R30 include 50 sq ft) or blow insulation

Bathrooms

- Replace tub and surround with a new bathtub/shower combo, rough-in valve and single handle tub and shower control, shower head with arm and flange, tub faucet, tub drain, tub waste and overflow assembly
- Replace light fixtures, GFCI's, duplex receptacles, light switches, and cover plates Replace or add medicine cabinet and mirror
- Replace sink faucet including new popup drain assembly, shutoff valves, supply lines, drain kit, basket strainers, P-trap and any associated plumbing
- Replace toilet flange and wax ring seal
- Replace toilet and tank. Replace toilet shutoff valve and supply line
- Replace toilet seat with new one
- Replace shower curtain rod, towel bar, and toilet paper holder with new
- Install wooden 4" baseboard and ¼ round molding including closet and remove old
- Prime (1 coat) Paint (2 coats) all walls and ceilings
- Prime (1 coat) Paint (2 coats) all doors, trim, baseboards, and molding
- Repair or replace any missing or damaged drywall including closet
- Repair electrical wiring as needed
- Replace bath vanity, vanity top & bowl white cultured marble sink
- Replace all missing wall insulation

- Add additional floor supports at toilet and tub area on any 2nd floor residences
- Replace exhaust fan and fan ducting, vent to outside of unit
- Replace doors
- Replace door hardware
- Repair or replace door frames
- Replace door trim
- Remove extra switches and use only one switch for lighting and exhaust fan
- Repair or replace walls and ceiling
- Remove floor surface
- Install new LVP flooring
- Replace underlayment
- Replace subfloor
- Replace HVAC registers
- Install new closet wire shelves and hardware
- Repair or replace subfloor supports
- Repair or replace HVAC boot and duct as needed
- Replace insulation on HVAC ducting
- Replace/Add missing wall insulation (R13 include 100 sq ft)
- Replace/Add missing ceiling insulation (R30 include 50 sq ft) or blow insulation

Bedrooms

- Replace all light fixtures, duplex receptacles, light switches, coax cable connection and cover plates
- Repair electrical wiring as needed

- Replace all blinds
 - Prime (1 coat) Paint (2 coats) all walls and ceilings including closet
 - Prime (1 coat) Paint (2 coats) all doors, trim, baseboards, and molding including closet Repair or replace any missing or damaged plaster including closet
 - Repair or replace windowsill, jamb, sash etc.
 - Repair or replace closet door
 - Replace closet door hardware
 - Repair or replace closet door frame
 - Replace closet door trim
 - Install closet wire shelves, clothes rod, and hardware.
 - Remove floor surface including closet
 - Install new flooring including closet (LVP)
 - Replace underlayment including closet
 - Repair or replace subfloor, if needed, including closet
 - Install wooden 4" baseboard and ¼ round molding including closet and remove old
 - Repair or replace walls and ceiling includes closet
 - Replace HVAC registers
 - Repair or replace door
 - Replace door hardware
 - Repair or replace door frame
 - Replace door trim
- Repair or replace windows to include all components and hardware ensuring proper operation of all components
- Replace/Add missing wall insulation (R13 include 100 sq ft)
 - Replace/Add missing ceiling insulation (R30 include 50 sq ft) or blow insulation

HVAC Closet

- Replace light fixture, light switch, and cover plate
- Repair and paint walls and ceiling throughout
- Repair wood floor and paint
- Repair or replace floor supports as needed
- Repair or replace wood threshold at front of plywood below doors
- Repair or replace any missing or damaged drywall
- Repair electrical wiring as needed
- Replace magnetic door holders
- Replace door lock and hasp
- Replace doors
- Replace door hardware
- Replace door frame
- Replace door trim
- Add below HVAC unit a wall mount 30"x14" filter grill and frame including new filter
- Repair or replace HVAC drain line and evaluate
- Remove and replace hot water heater
- Replace hot water heater cut off valves and cold-water shutoff valves Verify hot water heater serves this unit only and re-pipe if needed
- Verify this unit is only served by this hot water heater and re-pipe if needed

- Replace hot water heater electrical disconnect and wiring
- Replace or add hot water heater expansion tank, if required
- Replace/add hot water heater drain pan and cap drain line connection

Misc/ Other

- Replace or repair all missing or damaged drywall throughout the unit and ensure a smooth finish prior to painting
- All drywall is to be mold resistant; Fire caulk as required
- All exterior walls and common walls are to have missing or damaged insulation replaced with the same rating of insulation as current insulation, minimum of R-19.
- Replace all missing insulation throughout the unit, including the attic (R-30 in attic)
- Install a vapor barrier on all ceilings, using plastic sheeting prior to installing drywall
- Supply and install all kitchen appliances cabinets, counter tops, vanities, refrigerator, stove, microwave, light fixtures, sinks, faucets, and chandelier/Ceiling Fans
- Replace all window screens
- Repair or replace all damaged windows, shut tightly, and lock properly
- All closet doors are to have magnetic latches or similar
- Repair or replace all doors, door frames and hardware needed to open and close properly
- Door hardware includes new hinges, passage locks, doorknobs, deadbolts, door viewer and door sweeps
- Examine attic and roof to locate any current or possible water leaks and make recommendations to repair problems
- Exterior of windows and frames that have any holes or cracks are to be repaired or replaced and painted if required
- Exterior wood that is damaged below or around windows and/or doors is to be repaired or replaced
- Repair or replace any missing or damaged Exterior Sheathing Foam Board Insulation

- Repair or replace damaged wood underlayment, subflooring, joists, headers, studs, support beams, wall supports, plates etc.
- Add additional floor supports at second floor toilet and tub area throughout the unit as needed
- Paint all porches and entry ways
- Paint all ceilings, walls, doors, frames, and trim
- Replace all HVAC registers
- Replace all HVAC filters
- Add HVAC closet floor drain pan under HVAC unit. Pan is 20 in. x 20 in. galvanized steel or similar
Replace all stair treads and match existing stair tread type and color
- Replace all smoke and CO detectors
- Replace hot water heater and all piping, connections etc. Replace all light bulbs with LED bulbs
- Replace any missing HVAC ductwork
- Repair or replace any missing or damaged drywall, including closets
- Install new LVP flooring throughout residence, including closets
- Remove everything that is being replaced, to include but not limited to baseboards, molding, flooring, sheetrock, cabinets, appliances, doors etc.
- Remove and dispose of all trash and materials used off site.
- Clean all appliances
- Clean gutters
- Complete unit cleaning is required before final walk-thru
- Clean yard area (front and rear) and before final walk thru.
- Repair any damage to grass, dirt, ground, or walkways
- Replace/Add missing wall insulation (R13 include 100 sq ft)
- Replace/Add missing ceiling insulation (R30 include 50 sq ft) or blown insulation
- This document may not include all information needed for a precise remodel of this unit.

It is the intent of this scope that upon completion of contractor's work WHA will receive a rent ready unit

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Exhibit B

Instructions to Bidders for Contract (Form HUD-5369B)
(See Attached)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Exhibit C
Representations, Certifications and Other Statements of Bidders
(Form HUD-5369A)

(See Attached)

**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.

[] [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)

Exhibit D

**General Conditions for Non-Construction Contracts, Section II -
(With Maintenance Work) (Form HUD-5370-C)
(See Attached)**

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i.Recruitment, advertising, and job application procedures;
- ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii.Rates of pay or any other form of compensation and changes in compensation;
- iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v.Leaves of absence, sick leave, or any other leave;
- vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

Exhibit E

Certification Regarding Debarment and Suspension (Form HUD-2992)
(See Attached)

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

Exhibit F

Equal Employment Opportunity Certification (92010)
(See Attached)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

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upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Exhibit F

Equal Employment Opportunity Certification (92010)
(See Attached)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
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- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

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- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.