

JANUARY 8, 2026



INVITATION FOR BIDS (IFB)
SOLICITATION NO.; RFY26.01

ELEVATOR MAINTENANCE SERVICE

PROPOSAL DUE DATE: Thursday, January 22, 2026

PROPOSAL DUE TIME: 11:30 a.m. Local Eastern Standard Time

SUBMIT PROPOSAL TO: **HOUSING AUTHORITY OF THE
WILMINGTON NORTH CAROLINA**
1524 South 16th Street
Wilmington, NC 28401

PROCUREMENT DEPARTMENT
Kyeoman-young@wha.net

JANUARY 8, 2026

**HOUSING AUTHORITY OF THE CITY
WILMINGTON NORTH CAROLINA (WHA)**

INVITATION FOR BIDS

The Housing Authority of the City of Wilmington North Carolina (WHA) is soliciting Proposals with a qualified company to provide Elevator Maintenance Service to our agency.

Proposal packets will be available for pick up on Thursday, January 8, 2026, after 2:00 pm at the Housing Authority, Procurement Department, and 1524 S. 16th Street, Wilmington, North Carolina.

The Procurement Department at the Central Office of the Authority must receive all proposals no later than 11:30 a.m. on January 22, 2026. Please mark the outside of your envelopes as follows: ***“Elevator Maintenance Service WHA Wide”***. Submit any questions to Kenya Yeoman-Young, at kyeoman-young@wha.net.

The criteria for evaluating these Proposals will be based on the items set forth in the Request for Proposals. Contract award will be to the responsive and responsible firm, which best meets the needs and long-term goals of WHA. WHA reserves the right to reject any Proposals and/or waive any informality in the solicitation process.

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.

JANUARY 8, 2026

INVITATION FOR BIDS
SOLICITATION

HOUSING AUTHORITY OF THE CITY OF
WILMINGTON NORTH CAROLINA

ELEVATOR MAINTENANCE SERVICES WHA WIDE

Sealed bids will be accepted at the Housing Authority of the City of Wilmington North Carolina (WHA Central Office), until date and time noted below. Bids will be publicly opened and recorded immediately thereafter at the Central Office, 1524 South 16th Street, Wilmington, NC 28401.

- Bid Opening Thursday, January 22, 2026, at 11:30 am
Project Manual along with specifications will be available for pickup beginning on Thursday, January 8th at the Central Office.
- There is a non-refundable charge of \$25.00 for WHA to print the manual or you can Download Project Manual at no cost -- www.wha.net (under Business Opportunities/IFB).
- E-mail questions to Kenya Yeoman-Young no later than Tuesday, January 13th at 2:00pm to kyeoman-young@wha.net.

Upon written request to the Contracting Officer, bids will be available after contract award. NO BIDS SHALL BE ACCEPTED AFTER THE DEADLINE DATE. FAX, NEITHER COPIES WILL BE ACCEPTED.

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 bids.

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Scope of Work

SCOPE OF WORK ELEVATOR MAINTENANCE

This specification covers services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, adjustment, repairs and replacements for the complete vertical transportation systems described herein.

I. CLASSIFICATION:

Vertical transportation systems covered by this specification are classified as Passenger Elevator(s).

II. APPLICABLE STANDARDS:

The following documents of issue in effect on the date of the RAP shall form a part of this specification.

ASME A17.1 - Safety Code for Elevators and Escalators
American National Standards Institute, Inc.
1450 Broadway, New York, NY 10018

ASME A17.2 - Inspection Manual for Elevators and Escalators
American National Standards Institute, Inc.
1450 Broadway, New York, NY 10018

ASME A17.3 - Safety Code for Existing Elevators and Escalators
American National Standards Institute, Inc.
1450 Broadway, New York, NY 10018

North Carolina Building Codes and Laws of the State of N. C.

REQUIREMENTS

A. GENERAL CONDITIONS:

The preventive maintenance program as specified herein will consist of an all-inclusive service including but not limited to elevator inspections, examinations, lubrications, testing, cleaning, adjusting and all minor and major repairs of equipment.

All elevators under this contract shall be maintained in first-class operating condition and must comply with all requirements of the current applicable standards in Section II. All other applicable laws, regulations, ordinances, codes, etc., and the American National Standards Institute (ASME) Code shall be used as a guide to establish that the elevators are operating safely. The Contractor shall provide a full maintenance program in accordance with ASME standards.

The WHA will provide the Contractor with all normal utilities such as electricity, lights, water, etc., necessary for performing this contract.

Contractor must maintain good housekeeping practices on all of the elevators. Elevator pits, machine rooms, and penthouse shall be kept clean and free of scrap parts, oily rags, combustible materials and accumulation of debris.

B. OWNERSHIP:

It is understood that the Contractor will not assume possession or control of any part of the equipment but that such equipment remain the property of the WHA.

C. PROTECTION OF PERSONS AND PROPERTY:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss

to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. The contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall remedy all damages or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by him.

D. ACCEPTANCE OF ELEVATOR(S):

The Contractor agrees that by his own inspection he has found all elevator(s) covered by this contract to be in suitable condition (meeting original manufacturer's standards) for him to accept them under terms of the maintenance contract.

E. WORK EXCLUDED:

The Contractor will not be required under this contract to do the following:

- (1) Car enclosure including removable panels, door panels, car gates, plenum chambers, and hung ceilings, light diffuses, light tubes and bulbs, handrails and floor coverings.
- (2) Replace car guide rails.
- (3) Hoist way enclosure, hoist way gates, doors, frames and sills.
- (4) Repair hoist way structure, including landing sills.
- (5) Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor or his representatives or employees, or by reasons of any other cause beyond the control of the Contractor, except those made necessary by ordinary wear and tear.

- (6) Install new attachments as may be recommended or directed by insurance companies, or by Federal, State, Municipal, or other authorities.
- (7) Main line power switches, breakers and feeders to the controller.
- (8) Underground and/or buried piping and jack casing.
- (9) Replace outer housing of hydraulic jack.
- (10) Extend electric power supply to equipment, ahead of main switch, which controls panels.
- (11) Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
- (12) Emergency power plant and associated contractors.
- (13) Smoke and fire sensors with related control equipment not specifically of the elevator controls.

F. SCHEDULED TESTING:

All testing required by ASME A17 National Elevator Code will be performed under this contract and included in the contract price.

G. ROUTINE SERVICE CALLS AND INSPECTION RECORD:

Each time an elevator is serviced, whether emergency or repairs, a report shall be submitted to the Authority within five (5) working days after servicing. This report shall cover all work done at the time of servicing. The report shall include information such as the date, hour, location, nature of the trouble for which a service call was required and must include a brief description of services performed or the Contractor must leave with the agency's designated representative a copy of the maintenance work order.

H. EMERGENCY SERVICE:

The Contractor shall provide at all times on a twenty-four (24) hour, seven (7) days per week basis emergency call back service at no additional cost which consists of responding (responding means being on the jobsite) within a one (1) hour period to request(s) by an authorized representative of the Authority to restore an elevator to service when a shutdown or emergency develops between routine maintenance visits.

The Authority under this contract will pay no travel time, mileage or expenses.

J. ADDITION OR DELETION FROM UNITS TO BE MAINTAINED:

The elevator(s) to be serviced and maintained under this contract are specified herein. Any unit added or deleted by the Authority from said list will result in an equitable adjustment to the contract price. If added, the parties will negotiate the price. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

K. JOB CONFERENCES:

When the Housing Authority deems necessary, the Contractor will make himself available for conference on the past months performance of the contract with a representative of the Authority. The Authority may request a written monthly performance report.

L. CONTRACTOR'S EMPLOYEE POLICY:

(1) Contractor's Employees:

- a. Shall wear uniforms as provided by the Elevator Service Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in a serviceable, neat and clean condition at all times.

The technician's uniform shall be the standard color worn by Elevator Service Contractor's employees.

- b. Shall carry identification as prepared by the Contractor. Identification information will include the employees' full name, photograph (portrait), company name, address, telephone number, the employee's identification number and the signature and title of the employee's immediate supervisor.
- c. Shall be instructed to abide by any and all rules and regulations set forth by the Authority.
- d. Shall report immediately any property damage.
- e. Shall not engage in unnecessary conversation with Authority employees or residents.
- f. Shall not remove any article from the facility regardless of its value and regardless of any employee or resident's permission. This includes any item found in the trash.

M. CONTRACTOR'S REPRESENTATIVE:

The Contractor shall, within five (5) days after the award of the contract covered herein, submit a written identification and notification to the Authority Agency(s) covered herein of the name, title address, and telephone number of one (1) individual within its organization as a duly

authorized representative to whom all correspondence, official notices and requests related to the contractor's performance under the contract shall be addressed. The contractor shall have the right to change or

substitute the name of the individual described above as deemed necessary provided that the Authority is notified immediately.

N. LENGTH OF CONTRACT:

The contract term will be for a one-year period. A subsequent contract period of three (3) year may be executed at the option of the Contractor and the Owner. This contract may be terminated by either party with or without cause based on sixty (60) days written notice delivered to the appropriate party.

O. INDEMNIFICATION AGREEMENTS:

Bidder: Bidder and/or his/her representatives agree to hold harmless the WHA, its agents and assigns from all claims to property and/or personal Injuries, which may occur as the result of actions arising from the solicitation of this bid.

Contractor: The Contractor shall indemnify the Authority against any and all liability, claims and costs of whatsoever kind and nature of injury to or death of any persons for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor or any subcontractor, or any employee, agent, or representative of the Contractor or any subcontractor. The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the Authority from loss on account thereof.

III. MAINTENANCE SPECIFICATIONS:

(1) Required Maintenance Service:

Contractor under this contract will maintain the entire elevator equipment as herein after described, on the terms and conditions subsequently set forth. Contractor will use trained personnel directly

employed and supervised by him. These personnel will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in proper and safe operating condition.

Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and as conditions warrant repair or replace:

Pump Unit: including pump, V-belts, strainers, silencers, springs and gaskets.

Motor: including motor windings, bearings, rotating element, commutators, brushes and brush holders.

Jack Unit: including plunger, guide bearing, packing and packing gland.

Controller: including relays, resistor, contact, coils, leads, transformers, fuses, timing devices and solid state components.

Valves: including relief valve, pilot, lowering, leveling and checking valves, or any of the parts thereof.

Dispatching Equipment: including relays, resistors, contacts, coils, lead\s fuses, transformers, timing devices and solid-state components.

Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid-state components.

Car: including power door operator, door protective devices, car door hangers, car door contact, and loading weighing equipment, car safety devices, car guide shoes, and sub flooring.

Hoist way: buffers, tension assemblies, guide rails, limit switches, traveling cables, hoist way and machine room wiring, hoist way and

machine room wiring, hoist way door interlocks, hoist way door hangers and gibbs and auxiliary closer.

Accessory Equipment: including all accessory elevator equipment installed prior to commencement of this contract unless accepted in the exclusions paragraph.

Fixtures: car and hall button stations, master indicator control panels, all signal fixtures including contracts, buttons, key switches and locks, lamps and sockets.

Furnish lubricants: compounded to specifications and selected to give the best performance.

Furnish and maintain: hydraulic fluid at proper operating level.

Replacement parts shall be new and equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer to the Authority as repairs are completed.

(2) Performance Requirements:

It is the intention of the specification that elevator equipment be maintained so as to preserve the operating characteristics in line

with the original design and as subsequently modified. Should designated authority find through its own investigation or that of his representative that these standards are not being maintained, the Contractor will be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the WHA.

The following are performance levels, which are part of the original

design, and which shall be maintained at all times:

- a. Current speed of all elevators (as applicable) shall be maintained.
- b. Leveling accuracy of all elevators shall be maintained at all times.
- c. Opening and closing times of all hoist way and car doors shall be maintained within limits of ASME A17.1 Code, yet assuring minimum standing time at each floor.
- d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- e. Variable car and hall door hold open times shall be maintained or adjusted as may be requested by the Authority.
- f. Emergency fire service operations shall be periodically (minimum quarterly) tested to be sure it is functioning proper, as required by ASME A17.1 and the North Carolina Building Code.

(3) Additional Provisions:

- a. Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidentals to the operation of the machinery.

Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence accident, or misuse of machinery, apparatus or car, by persons other than Contractor or his employees.

If renewals or repairs, not covered elsewhere in this contract are required due to no fault of the Contractor, the Contractor will obtain approval from the WHA before any repairs are made, giving an estimated cost to complete the renewal or repair.

- b. The price bid herein contemplates routine service work to be done during regular working hours on regular working days of the trades involved and emergency response anytime.

If overtime work is requested by the designated Authority covering routine work (service work, examinations or repairs) at times other than regular work hours 8:00 a.m. to 5:25 p.m. Monday-Friday, the Contractor will absorb the hours worked at single time rates, and the Authority will compensate the Contractor for overtime bonus hours only at the Contractor's usual overtime rate. The Contractor shall submit with his bid the regular hour and over time hour billing rates.

IV. WARRANTY AND CORRECTION OF DEFECTS:

The Contractor shall guarantee all work required during the contract period for the duration of the contract. Should the WHA determine during the contract period that any required work has been performed improperly or not performed at all, the Contractor shall, after mailing of written notification by the Authority, correct said difficulty within fourteen (14) days. Failure to correct the defect within fourteen (14) days will be construed as default of the contract.

The Contractor also warrants to the Authority that all parts furnished under this specification will be new, or good quality and workmanship, and agrees to replace promptly any part or parts such by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, during the contract period, and any extensions thereof. Such replacement shall be free of any charge to the owner or his representative.

I. WIRING DIAGRAMS AND ELECTRICAL SCHEMATICS:

It shall be the Contractor's responsibility to maintain current and keep in a safe place at each site location, a complete set of as built electrical schematics on wiring diagrams. These drawings shall become the property of the Housing Authority at the completion or termination of the contract.

VI. DELIVERY AND PAYMENT:

Payments in amount stipulated in the contract shall be made upon submission of properly certified invoices. If billing for individual buildings, payments shall be broken down on a per building cost. Payments of bills which were incurred by the Authority as a result of misuse of equipment, negligence, etc., and not covered under this contract due to normal wear and tear will be paid on an individual basis as incident occur and should be invoiced separately from normal charges. The Contractor shall submit to the Authority itemized invoices indicating the date, location and brief description of each service performed. Invoice submitted are paid within 30 days of submission.

End of Scope

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Price:

BASE BID AMOUNT \$ _____, per year

Submission Requirements:

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:

Proposals For: **“IFB-ELEVATOR MAINTENANCE SERVICES WHA WIDE”**

Housing Authority of the City of Wilmington, NC
Name of Bidder
COMPANY NAME
Address

Address Proposals to:

Kenya Yeoman-Young, Procurement Manager
Procurement Dept.
Housing Authority City of Wilmington North Carolina
1524 S. 16th Street
Wilmington, NC 28401
kyeoman-young@wha.net

BUSINESS ORGANIZATION:

The complete company name, address, contact person, and telephone number should be provided. Company background information. (Attachment A)

CLIENT REFERENCES

Contact name, address and value of project completed (Attachment B)

AUTHORIZED NEGOTIATOR

The complete name, title and telephone number of the person authorized to negotiate and bind the company contractually should be provided.

WHA RESERVES THE RIGHT

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- A. To waive informalities required herein;
- B. To request additional information;
- C. To supplement, amend or otherwise modify the terms or schedules set forth herein;
- D. To conduct all investigations and background checks necessary for adequate evaluation;

HUD SECTION 3 REQUIREMENTS

The proposal shall indicate the Company(s) plan to provide opportunities for employment and training for lower income residents within the project area, and to award subcontracts for work in connection with the project to business concerns which are located, or owned in substantial part, by persons residing in the area of the project, as described in HUD Regulations 24 CFR 135, if possible.

INQUIRIES

Requests for clarification regarding the RFP should be emailed to kyeoman-young@wha.net no later than 2:00 p.m. on Tuesday, January 13th.

Submission Deadline

The proposal submission deadline is stated on cover page

REJECTION

WHA reserves the right to reject any and all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.

WHA does not guarantee that any contract(s) will be awarded as a result of this Request for Proposals.

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CONTRACT COMPLIANCE STATEMENT

The Offeror by submitting a proposal shall intend (a) that he/she will comply with all applicable rules and regulations of Federal, State, and Local governing entities and (b) that they are not excluded from Federal procurement programs.

The Offeror must insure that the proposal meets all applicable rules, regulations, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential firm or firm(s) to determine the applicability of any rule, regulation or other requirement.

The following shall be essential Terms and Conditions of a Contract resulting from this solicitation:

TERMINATION

The WHA shall have the right to terminate the Contract at any time.

In the event the company fails to comply with any provision of this Contract, or if the progress or quality of the work is unsatisfactory, the WHA may serve written notice upon the company and if the company fails within a period of ten (10) days thereafter to correct failure, WHA may terminate the Contract upon written notice to the company. Upon such termination, the company shall immediately cease its performance of the Contract and shall deliver to WHA all completed or partially completed work. WHA shall determine and pay to the company the amount due for such satisfactory work.

WHA reserves the right to terminate this Contract for its convenience. Such termination shall be accomplished by written notice delivered to the company. Upon receipt of notice, the company shall immediately cease work and deliver to WHA all completed or partially completed work. Payment to the company shall be made for work performed prior to receipt of the termination notice, together with the company cost for closing down its work, and the company shall have no claim for loss of anticipated profits or any additional compensation.

BREACH OF CONTRACT

If the Company fails to fulfill its obligations under this Contract in a timely and proper manner or if it shall violate any of the terms of this Contract, WHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term “breach of Contract” specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or

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regulations. Notwithstanding the above, the Company shall not be relieved of liability to WHA for damages sustained by virtue of any breach by the Company.

MODIFICATION OF CONTRACT:

Such Contract may be modified only by written amendment executed by all parties.

GRATUITIES AND KICKBACKS:

GRATUITIES - It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal, therefore.

KICKBACK-It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

INSURANCE

The Firm shall carry Professional Liability Insurance and such other forms of insurance in such coverage amounts as may be appropriate for engagements of this nature and shall provide to WHA certificates of such insurance.

LICENSING AND BUSINESS REQUIREMENTS

The Offeror is responsible to comply with all licensing requirements and associated business regulations whether Local, State, or Federal. It is the responsibility of the potential firm to determine the applicability of any rule, regulation or other requirement.

END OF IFB

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:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification Regarding Debarment and Suspension

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

**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

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 reference 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.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370C 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 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

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

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

5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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: _____

HUD Section 3

HUD Section 3 is a federal rule ensuring that economic opportunities (jobs, training, contracts) from certain HUD funding for housing/community development go to low-income residents, particularly those in public housing, and businesses that employ them, fostering local economic growth and self-sufficiency. Recipients of HUD funds must prioritize these opportunities for "Section 3 Workers" (low-income individuals) and "[Section 3 Business Concerns](#)" to the "greatest extent feasible".