

INVITATION FOR BID (IFB)

IFB 2018-0004

**Reconstruction of Fire Damaged Units Archibald Rutledge
High Rise Building**



Request for Bids Issued: 1/29/2019
Pre-PROPOSAL Conference: See page 3
PROPOSALS Due by: See page 3

PLEASE NOTE:

In order to ensure that all interested proposers receive all documentation, including riders and addendums, relevant to a Proposal/RFP/RFQ, the proposer must obtain a copy of the Proposal documents directly from the SPARTANBURG HOUSING AUTHORITY's website: https://www.shasc.org/current_bid_opportunities SHA will not be responsible for any erroneous or incomplete documentation received from a third party. SHA reserves the right to reject Proposals/PROPOSALS that are submitted based upon incomplete or erroneous Proposal documents.

IFB Document

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Introduction

The Housing Authority of the City of Spartanburg (hereinafter, “the Agency”) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of Spartanburg, SC. The Agency is headed by a Interim CEO and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

Currently, the Agency owns and/or manages: six (6) multi-family apartment complexes totaling 750 units; and administer a total of 1,965 Section 8 Housing Choice Vouchers. The Agency currently employs approximately 53 employees.

In keeping with its mandate to provide efficient and effective services, the Agency now soliciting proposals from qualified, licensed and insured entities to provide reconstruction services of fire damaged units at Archibald Rutledge High Rise Building.

The SHA is a committed partner in the community’s effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

Instructions to Bidders

CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Nathan Bragg. The contracting officer legal to enter into any contract shall remain as (Reginal Barner) Interim CEO	Nathan Bragg Telephone (864)598-6035 E-mail: nbragg@shasc.org
HOW TO OBTAIN THE BID DOCUMENTS ON THE APPLICABLE INTERNET SITE	The Bids and all pertinent supporting documents are available on the Spartanburg Housing Website at SHASC.ORG Under the link https://www.shasc.org/current_bid_opportunities
PRE-BID CONFERENCE	February 12 th at 2:00 pm @ Archibald Rutledge High Rise 764 N. Church Street, Spartanburg, SC 29303
DEADLINE TO SUBMIT QUESTIONS	February 14 th at 2:00 pm
HOW TO FULLY RESPOND TO THIS PROPOSAL BY SUBMITTING A QUOTE SUBMITTAL	As instructed within Section 3.0 of the IFB document, submit 3 copies of your "hard copy" SEALED BIDS to the SHA office.2271 S. Pine St, Spartanburg SC 29302
CONTRACT VALUE	\$16,000 to \$20,000
QUOTE SUBMITAL RETURN & DEADLINE	The "hard copy" SEALED BIDS must be received in-hand and time-stamped by SHA by no later than 2:00 p.m. on February 26, 2019
Designated Contact: Nathan Bragg Procurement Specialist	

I. Agency's Reservation of Rights.

1.0 The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the IFB. Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award. Not to award a contract pursuant to this IFB.
- 1.3 Right to Award multiple awards. Though SHA would prefer to award one successful bidder SHA shall maintain the right to award more than one contractor for this IFB
- 1.4 Right to Terminate. Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.5 Right to Determine Time and Location. Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.6 Right to Retain Bids. Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
- 1.7 Right to Negotiate. Negotiate the fees proposed by the bidder entity.
- 1.8 Right to Reject any Bid. Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.9 No Obligation to Compensate. Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.10 Right to Prohibit. At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the [ha.economicengine.com](https://www.shasc.org/current_bid_opportunities) eProcurement Marketplace (hereinafter, the "eProcurement Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.11 Right to Reject – Obtaining Competitive Solicitation Documents. SHA's website: https://www.shasc.org/current_bid_opportunities is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on Agency's website. Any other group such as a bid depository that informs potential

respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit https://www.shasc.org/current_bid_opportunities. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Agency's posted website.

II. Statement of Work

2.0 Scope of Work (SOW)/Technical Specifications (T/S):

- 2.1 **Back ground:** Archibald Rutledge High Rise consists of 150 (1) one-bedroom units that are 500 sq. ft. This is a High Rise Building and will require commercial building repairs. The contractor shall be advised that this work will be required to perform to Davis Bacon Wage Determination by all certified payrolls & inspections. The units are separated by individual interior fire rated walls consisting of 2x4 wall construction with 5/8" sheetrock attached to the studs.
- 2.2 **Scope of Work:** SHA is seeking bids from qualified, licensed entities to provide the following detailed Restoration services at Archibald Rutledge High Rise listed herein: Note to bidders: The "potential" contractor shall submit a firm fixed price with a fee sheet attached on page 7 for the services requested below.

Fourth Floor

- Fourth Floor Hallway: Fill holes drilled for water extraction, replace cove base molding approximately and touch up painting along edges of cove base (247 LF).
- Apartment 409: fill holes at floor level and replace vinyl cove base (30 LF).
- Apartment 410: fill holes at floor level and replace vinyl cove base (50 LF).
- Apartment 411: Living Area: Fill holes drilled for water extraction; replace cove base molding in Living Area, Bedroom/LR, Hall & Closet, (60 LF). Replace upper cabinets in kitchen (7 LF). Replace full Length cabinets in kitchen (2 LF). Repair or replace sheet rock wall above kitchen sink (5 SF). Clean and paint all cabinets inside and out with remaining cabinets. Replace Kitchen floors (±50SF) clean rest of floors and wax (500 SF). Clean walls, ceiling, (2) doors, bathroom, fixtures and (2) windows. Paint entire apartment including ceiling (1,000 SF) *Note: paint interior side of exterior door only and window frames are metal and shall not be painted. Bath ceiling replace entire drywall ceiling, finish, sand and paint (±54 SF).
- Apartment 412: fill holes at floor level and replace vinyl cove base, (30 LF).
- Apartment 413: fill holes at floor level and replace vinyl cove base, (30 LF).
- Fourth Floor Mechanical: Fill holes drilled for water extraction; replace cove base molding approximately (56 L.F).

Third Floor

- Third Floor Hallway: Fill holes drilled for water extraction, replace cove base molding approximately (130 LF) and touch up painting along edges of cove base.

- Apartment 309: fill holes at floor level and replace vinyl cove base (30 LF).
- Apartment 310: fill holes at floor level and replace vinyl cove base (42 LF).
- Apartment 310: Bath ceiling patch holes in ceiling, paint ceiling (48 SF).
- Apartment 311: Living area fill holes drilled for water extraction, replace cove base molding (50 L.F.)
- Apartment 312: Living area fill holes drilled for water extraction, replace cove base molding (32 L.F.) Repair drywall ceiling along edges in living area. Paint a walls and ceiling. Patch holes in ceiling in bathroom and paint ceiling (54 S.F.)
- Apartment 313: fill holes at floor level and replace vinyl cove base (30 L.F.)
- Laundry Room (common area): Fill holes drilled for water extraction, replace cove base molding (92 L.F.)

Second Floor

- Second Floor Hallway: Fill holes drilled for water extraction, replace cove base molding (50 LF).
- Apartment 210: Living Area: Fill holes drilled for water extraction, replace cove base molding (30 LF).
- Apartment 211: Living Area: Fill holes drilled for water extraction, replace cove base molding (40 LF). Replace drywall ceiling, scrape texture, respray and paint ceiling one coat and paint walls 2 coats (64 SF). Bath: Minimum drywall repair paint ceiling and walls (64 SF).
- Apartment 212: Living Area: fill holes drilled for water extraction, replace cove base molding in Living Area (40 LF). Minimum drywall repairs, paint ceiling and walls, to Bedroom/LR, Hall & Closet (less than 48 SF).
- Apartment 213: fill holes at floor level and replace vinyl cove base (30 LF).
- Second Floor Mechanical: Fill holes drilled for water extraction; replace cove base molding approximately (56 LF).

First Floor

- First Floor Foyer: Replace eight (8) ceiling tiles.
- First Floor Admin. Hallway: Replace nine (9) ceiling tiles and fill holes at floor level and replace vinyl cove base (20 LF).
- First Floor Storage Area: fill holes at floor level and replace vinyl cove base (20 LF) and paint walls 2 coats approximately (160SF).
- Director's Office: fill holes at floor level and replace vinyl cove base (30 LF) and replace 11 ceiling panels.
- Administration Bath: Replace 1 ceiling panel.
- First Floor Bath Hallway: Fill holes drilled for water extraction, replace cove base molding approximately and touch up painting along edges of cove base (49 LF) and replace 5 ceiling tiles.
- Community Room: Replace 3 ceiling tiles.
- Public Rest Room Hallway:

- First Floor Hall Men's Bathroom: Replace 2 ceiling tiles.
- 1st Floor Hall Lady's Bathroom: Replace 6 ceiling tiles,

The prospective firm will be granted the right to perform the Services described Below:

- Demolition of existing cove base molding damaged ceiling tile, damaged flooring, damaged cabinet's apartment 411.
- Installation of new cabinetry apartment 411
- All wall patches must be filled with an appropriate wall & joint compound and cannot be caulked. Contractor shall furnish and provide sample of material to be used at pre-construction meeting before work is to begin.
- Install new 5/8" and 1/2 sheetrock to walls and ceilings
- Sheetrock will return into all windows
- Install new cove base thru out units described in section 2.0 above
- Painting Walls as detailed above (1 Primer Coat, 2 Finish Coats), Doors (2 Coats), and Ceilings (2 Coats)
- Vinyl Composition Tile Flooring (VCT) installed in all units as noted above. Samples of new flooring shall match the existing flooring. Contractor to provide samples of material.
- All floor tiles bathroom tiles repairs shall match existing floor tile by color and type. Contractor to provide samples of material.

Performance Specification:

- Install new cove base thru out units and common areas described in Section 2.0 above.
- All floor tile and ceiling tile repairs shall match existing tiles by color and type

Bid Sheet (Attachment B-1)

Please include in the bid sheet the scope of work pages as part of this bid sheet

Legend: * as noted in the descriptive narrative above

Bidders are to verify all unit measures and note any changes as addenda prior to bid opening.

Table #1

Description of work	Location	Unit Measure	Cost
Walls repairs	*4 th floor to 1 st floors	1,176.00 L.F.	\$
Vinyl cove base repairs	*4 th floor to 1 st floors	1,171.00 L.F.	\$
Ceiling repairs	Units 310, 312, 211, & 212	332 S.F.	\$
Upper cabinets repairs	Fourth Floor, Apt. 411	7 L.F.	\$
Full cabinets repairs	Fourth Floor, Apt. 411	2 L.F.	\$
Clean all walls, floors, ceiling, existing cabinets, bathroom, fixtures, (2) doors and (2) windows	Fourth Floor, Apt. 411	Floors 500 S.F. Walls 1,000 S.F.	\$
Paint all walls ceiling, cabinets, bathroom, doors and windows	*All Units & Floor Hallways	Walls \pm 4,600 S.F. 2 doors as noted above	\$
Wax Floor	Fourth Floor, Apt. 411	500 S.F.	\$
Floor replacement in kitchen	Fourth Floor, Apt. 411	\pm 30 S.F.	\$
Ceiling replacement	Units 411 bathroom	\pm 54 S.F.	\$
Replacement of Ceiling Tiles	1 st floor Foyer, bathrooms and Admin. Hallway	28 Each	\$
Total Cost			\$

III. Bidder's Requirements.

3.0 Bid Format.

3.1 Two-step Bidding Process. All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of Table No. 2. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

3.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum. The bidder shall use the IFB title page or create a new title page with their company logo, reference to this IFB name, solicitation number with date & time of submittal.

[Table No. 2]

IFB Section	Tab No.	Description
3.1.1.1		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
3.1.1.2	1	Bidder's Checklist. This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.3	2	Form of Bid. This Form is attached hereto as Attachment B to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.4	2	Bid Sheet. This Form is attached hereto as Attachment B-1 to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.5	3	Form HUD-5369-A (8/93), Instruction to Offerors Non-construction: This Form is attached hereto as Attachment C to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab.

3.1.1.6	3	Form HUD-5370-EZ (01/2014), General Conditions for Non-Construction Contracts (With or without maintenance work): This Form is attached hereto as Attachment D to this IFB document. This 6-page Form must be fully completed, executed where provided thereon and submitted under this tab.
3.1.1.7	n/a	Bid Bond. Not required for this IFB (24CFR 85.36(b))
3.1.1.8	3	Davis Bacon Wage Determination. This contract is considered “Building” (Commercial) type construction modifications as identified in the Department of Labor’s Prevailing wages. The prevailing wages is attached hereto as Attachment E
3.1.1.9	4	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment F to this IFB document. This 2-page Form must be fully completed executed and submitted under this tab as a part of the bid submittal.
3.1.1.9.1		A brief description of the Bidder’s understanding of the proposed scope of work addressing: performance, safety and quality control program. Do not resubmit original IFB scope of work as .
3.1.1.10	5	SC State General Contractors Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.
3.1.1.11	6	Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (e.g. Apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.1.11.1		The client’s name;
3.1.1.11.2		The client’s contact name;
3.1.1.11.3		The client’s telephone number and e-mail address;
3.1.1.12	7	Equal Employment Opportunity Statement. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy, Attachment G , attached hereto, and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses). This shall be submitted with the bid package

3.1.1.13	8	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of South Carolina license number as issued by the Attorney General [https://hic.attorneygeneral.gov/login.aspx].
3.1.1.14	9	Non-Collusive Affidavit. The bidder is responsible for submitting, attached hereto as Attachment H , a signed and notarized affidavit.
3.1.1.15	10	Section 3 Business Preference Documentation (Optional Item for bid submittals only). For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment I and any documentation required by that form. This shall be submitted with the bid package as Step #1 noted above.
3.1.1.16	11	Other Information & Addendum. The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation. All addenda's shall be submitted in this section acknowledging the bidders receipt of addenda.
3.1.1.17	Step #2: The low bidder shall by request of the Agency submit within 5 calendar days any documentation to following:	
3.1.1.18	11	Other Information. The bidder by request of the Agency may submit additional information that in the Agency's determination is necessary to establish a bid award. The bidder is not allowed to submit any information required in step #1 unless in determination of the Agency's evaluation constitutes a "waive of informalities," due apparent mistakes in the solicitation submittal.
3.1.1.19	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.	
3.1.1.20	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.	

3.1.1.21	Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.
3.1.1.22	Bid Submittal Binding Method. It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “spiral-type” or equal) or remove the pages from the cover (i.e. 3-ring binder; or equal.) to make copies, then conveniently return the bid submittal to its original condition.

- 3.1.2 **Entry of Proposed Fees.** The proposed firm-fixed fees (both the base fee and the Bid Sheet) shall be submitted by the bidder and received by the Agency in this IFB. Submit, enter or refer to any fees or costs within the 12-tab “hard copy” bid submittal detailed within Section 3.0—any bidder that does not do so may be rejected without further consideration. No un-secured bid submittal or fees will be accepted before the bid submittal nor after the bid opening. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

[Table No. 3]

Attachment	Item No.	Qty	U/M	Description
B	1	1	Each	Form of Bid: Firm-fixed Fee to complete <u>all</u> of the Scope of Work as detailed specified in section two.
B-1	1	1	Each	Bid Sheet: Detailed breakdown price sheet as detailed on page #4 of the scope of work

3.2 Additional information pertaining to the preceding Pricing Items.

- 3.2.1 **Entry of the Fees.** Bidders are required to enter where provided on the bid form a reasonable and realistic cost for each of the Pricing Items listed within the preceding Table No. 1 (Attachment B-1 herein).
- 3.2.2 **Firm-fixed Fee for each price line item.** The proposed fee entered for this Bid Sheet shall be for all of the work detailed within the specifications. The Agency reserves the right to not complete an award with any firm that submits, in the opinion of the Agency, a cost that is either too low or a cost that is too high.
- 3.2.3 **Deductive Alternates.** There are no Deductive Alternates in this bid.

3.2.4 **Hourly Labor Fee (Pricing Item No. 4).** There are no hourly labor fees associated with this bid. Any negotiations for extra work will be submitted as a contract modification with a cost of materials plus labor rates.

3.2.5 **Davis Bacon Federal Wage Rates.** As detailed within 24 CFR 85.36(h) (5), the Contractor is required to pay Davis-Bacon wage rates (for all construction modifications or repairs” that might occur on site in excess of \$2,000”). The applicable Wage Rates pertaining to any construction modifications or repairs can be downloaded from the DOL website: <https://www.wdol.gov/dba.aspx>. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.). The contractor will be required to train up in SHA’s new labor compliance software for submitting certified payrolls. See Attachment E

3.3 Bid Submission. All bids must be submitted in a sealed package and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) of the bid submittal, shall be placed unfolded, (recommended bound in a three ring binder or equal), in a sealed package and addressed to:

**The Housing Authority of City of Spartanburg
Attention: Nathan Bragg, Procurement & Special Projects Specialist
2271 South Pine Street, Spartanburg, SC 29302**

The package exterior must clearly denote the above noted IFB number and must have the bidder’s name and return address. Bids received after the published deadline will not be accepted.

3.3.1 **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing SHA’s Website and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.3.2 **Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section herein, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all

conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

3.4 Bidder's Responsibilities — Contact with the Agency. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may has not abided by this directive.

3.4.1 Addendums. Unless otherwise instructed herein, all questions and requests for information must be addressed in writing or email: nbragg@shasc.org to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents) through posting addendums on the website: https://www.shasc.org/current_bid_opportunities. During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.5 Bidder's Responsibilities — Equal Employment Opportunity Statement. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.5.1 Contracting with small and minority firms, women's business enterprise and labor surplus area firms. The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

3.5.2 Affirmative steps shall include:

3.5.2.1 Assistance to Small and Other Business, Required Efforts:

3.5.2.2 Including such firms, when qualified, on solicitation mailing lists;

3.5.2.3 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

3.5.2.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

- 3.5.2.5 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.5.2.6 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.5.2.7 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.5.2.8 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.5.3 **Requirements.** Accordingly, please see Section 3.1.1.2.6 within the preceding Table No. 3 herein which details the information that the successful bidder must submit in response to Step #2 of this bid showing compliance, to the greatest extent feasible, with these regulations.

3.6 **Pre-bid Conference. (if applicable)** The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency **will not** distribute at this conference any copies of the IFB documents.

3.7 **Recap of Attachments.** It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB

[Table No. 4]

IFB Section	Attachment	Attachment Description
3.1.1		Title Page Bidder's response with their company logo
3.1.1.2	A	Bidder's Checklist
3.1.1.3	B	Form of Bid
3.1.1.4	B-1	Bid Sheet & Scope of work
3.1.1.5	C	Form HUD-5369-A (11/92), Representations, <i>Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.1.1.6	D	Form HUD-5370 EZ (1/2014), General Conditions for Small Construction/Development Contracts
3.1.1.8	E	Davis Bacon SC Spartanburg Prevailing Wages (1/24/2019)
3.1.1.9	F	Profile of Firm Form
3.1.1.12	G	Equal Employment Opportunity Statement
3.1.1.14	H	Non-Collusive Affidavit
3.1.1.15	I	Section 3 Form Submittal Form & Explanation.
	J	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.

IV. Evaluation of Bids.

4.0 Bid Evaluations.

4.1 Public Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount of the Form of Bid and any attached Bid sheets pertaining to cost. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.1.1 **Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2 Responsive Evaluation. After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 **Depending** on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

4.5 Evaluation Factors: The following factors will be utilized by the Agency to evaluate each Bid submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her bid submittal:

4.6 [Table #5]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	40 points	Objective	The proposed cost are in the market price of the Agency's independent cost estimate (ICE) and includes a completed Form of Bid (Attachment "B") worth twenty (20) points, and Bid Sheet (Attachment "B-1") worth twenty (20) points.
2	5 points	Objective	The Bidder's demonstrated understanding solicitation requirements by a fully submitting responsive bid and including a fully filled out Bidder's Checklist, (Attachment "A")
3	20 points	Objective	The bidder's responsive submittal of HUD 5369-A Form (Attachment "C") and the correct filling out and required signature of this form worth five (5) points. The bidders responsive submittal of HUD 5370-EZ Form (Attachment "D") worth five (5) points. The bidders responsive submittal of the current South Carolina, Spartanburg, Building Type, Davis Bacon- Prevailing Wages (Attachment "E") worth five (5) points. The Bidder's SC State General Contractors License worth (5) points.
4	20 points	Objective	The bidder's responsive submittal of a completed Profile of Firm Form, (Attachment "F") worth five (5) points. A brief description of the Bidder understanding of the proposed scope of work as detailed in section 3.1.1.9.1 worth five (5) points Client Information (Tab #6) A list of former or current clients, references as detailed in section 3.1.1.11 worth five (5) points. A list of Subcontractor/Joint Venture Information as detailed in section 3.1.1.13 worth five (5) points.
5	10 points	Objective	The bidder's responsive submittal of a Non-Collusive Affidavit which is signed and notarized and completely filled out worth five (5) points. A completed and signed Equal Employment Opportunity/Supplier Diversity form worth five (5) points.
6	5 points	Objective	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , as recommended in section 3.1.122.
	100 points	100 points	Total Points (other than preference points)

4.7 Preference Evaluation Factor: The following factors will be utilized by the CO to evaluate each responsible bid submittal received:

4.8 [Table #6]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
7		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A

		firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 15 points awarded).
	115 points	Total Possible Points

V. Award to Successful Bidder

5.0 Contract Award

- 5.1 Award Letter:** The Agency's Procurement Department after the evaluation team will execute a weight evaluation analysis and a recommendation for award to the Contracting Officer (Interim CEO) for review and final award determination. Following this review award letters will be issued for the successful bidder(s) in timely manner.
- 5.2 Contract Form:** The Agency will not execute a contract on the successful bidder's form—contracts will only be executed on the Agency's form (please see Sample Contract) and by submitting a bid the successful bidder agrees to do so. A draft copy will be sent to the successful bidder (vendor) and will be finalized and signed by the vendor and then the CO of the Agency. A copy of the original signed contract will be sent to the vendor.
- 5.3 Notice to Proceed:** The Agency's procurement department will issue a Notice to Proceed letter advising the successful bidder(s) to commence with their contract.
- 5.4 Term of contract:** This will be a onetime contract award to one bidder with no options to renew the contract after work is complete.
- 5.5 Potential Contract Award Value: Is noted in section 1.0 above**
- 5.5.1 Overtime:** Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday – Friday (excluding holidays), 8:00 am – 5:00 pm. This requires the awarded bidder(s) to work specifically during regular-time hours. **(The Agency shall NOT be responsible to pay the awarded bidder for any work that the successful bidder Chooses to work during non-regular-time hours)**
- 5.6 Contract Award Procedure:** If a contract is awarded pursuant to this BID, the following detailed procedures will be followed:
- 5.6.1** By **completing**, executing and submitting the Form of BID, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this BID as issued by the Agency, either in hard copy or on the noted eProcurement System," including the contract clauses already attached as Attachment G, Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 5.7 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this BID:

- 5.7.1 **Contract Form:** The Agency will not execute a contract on the successful proposer's form--contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and by submitting a BID the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the HA deems necessary). However, the Agency will during the BID process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful proposer the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a BID, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a BID.
- 5.7.2 **Assignment of Personnel:** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 5.7.3 **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this BID (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

5.8 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the BID submission) the successful proposer will be required to provide:

- 5.8.1 An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount; minimum of \$1,000,000 aggregate.
- 5.8.2 An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- 5.8.3 An original certificate showing the proposer's professional liability (if applicable) and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
- 5.8.4 An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$500,000/\$100,000 and medical pay of \$5,000.
- 5.8.5 A copy of the proposer's business license allowing that entity to provide such services

within the City of Spartanburg, South Carolina;

5.8.6 A copy of the bidder's General Contractor's license issued by the State of South Carolina licensing authority allowing the proposer to provide the services detailed herein.

5.9 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the successful bidder, meaning the fees proposed by the lowest bidder may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has determined a responsive & responsible lowest bidder. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next lowest qualified bidder. The Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. First lowest qualified bidder, then next-lowest qualified bidder until a successful negotiation is reached).

5.10 **Contract Service Standards.** All work performed pursuant to this BID must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

5.11 **Holidays.** The Agency observes the following Holidays. No service will be performed on these dates unless specifically approved by SHA in writing.

New Year's Day

Good Friday

Independence Day

Veterans Day

Day after Thanksgiving

Christmas Day

M.L. King Day

Memorial Day

Labor Day

Thanksgiving Day

Christmas Eve

New Year's Eve

5.12 **Contract Award.** The Contract for services as requested in this BID document may be subject to the approval of the SHA's Board of Commissioners and the Department of Housing and Urban Development.

Bidder's Checklist (Attachment A)

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete the Section 3 Statement and the Bidder's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each bid, including one with original signatures)</i>
_____	Tab 1 Bidder's Checklist (Attachment A)
_____	Tab 2 Form of Bid (Attachment B)
_____	Tab 2 Bid Sheet (Attachment B-1)
_____	Tab 3 Form HUD 5369-A (Attachment C)
_____	Tab 3 Form HUD 5370-EZ (Attachment D)
_____	Tab 3 Davis Bacon SC Spartanburg P.W. (Attachment E)
_____	Tab 4 Profile of Firm Form (Attachment F)
_____	Tab 5 SC State General Contractors Licensing
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement (Attachment G)
_____	Tab 8 Subcontractor/Joint Venture Information
_____	Tab 9 Non-Collusive Affidavit (Attachment H)
_____	Tab 10 Section 3 Business Preference Documentation (Optional; Attachment E)
_____	Tab 11 Other Information & Addenda

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 10, which priority are you claiming? _____.

BIDDER'S STATEMENT

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the noted sections to this IFB.

Signature	Date	Printed Name	Company
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Form of Bid (Attachment B)

(This Form must be fully completed and submitted per section 3.8 of this proposal.)

- A. Form of Bid:** Each bidder shall submit their total proposed fees on this form only, which shall be completed, signed and returned to the as described in Section 3.8.
- B. Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by the SHA where provided. Each proposer must enter where provided, the proposed unit fees for each of the following pricing items. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the noted services, including, but not limited to (unless otherwise stated herein): employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. Proposer must enter a proposed fee for the majority of pricing items (a "No Proposal" is not allowed for any item), though a "No Charge" is allowed for several of the pricing items.

Item No.	Quantity	Bid Price	Description
1	1	\$	Restoration services at Archibald Rutledge High Rise per Section 2.0 scope of work/Technical Specifications

- C. Quantities:** All quantities entered by the SHA herein and within the corresponding pricing items are for calculating purposes only. As may be further detailed herein, the SHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the ensuing contract will be a Requirements Contract, in that the SHA shall retain one proposer only and shall retain the right to order from that proposer (successful proposer), any amount of services the SHA requires.

Completed By: (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001)

Date: _____ Company: _____

Print Name: _____ Signature: _____

Office Number Mobile Number Email Address

Professional License Number(s)

Bib Sheet (Attachment B-1)

Attachment B-1 see page #7

**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)

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

13. 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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) **Payrolls and Basic Records.**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) 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 exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

General Decision Number: SC190029 01/04/2019 SC29

Superseded General Decision Number: SC20180036

State: South Carolina

Construction Type: Building

County: Spartanburg County in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

ELEC0379-010 01/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 25.34	13%+7.55

Work from swinging scaffolds, boson chairs, or raw structural steel: \$1.00 per hour additional.

* IRON0848-006 02/01/2018

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.00	13.50

PLUM0421-005 07/01/2017

	Rates	Fringes
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PIPEFITTER.....	\$ 28.65	10.45
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 SUSC2011-025 08/31/2011

	Rates	Fringes
BRICKLAYER.....	\$ 17.50	0.67
CARPENTER (Drywall Hanging Only).....	\$ 16.32	1.50
CARPENTER (Form Work Only).....	\$ 15.53	1.76
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 14.75	0.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.10	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 19.11	0.00
LABORER: Common or General.....	\$ 10.52	0.66
LABORER: Landscape.....	\$ 9.45	0.49
LABORER: Mason Tender-Brick/Concrete/Cement/S tone.....	\$ 10.88	0.00
LABORER: Pipelayer.....	\$ 14.69	2.08
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.05	1.96
OPERATOR: Bulldozer.....	\$ 17.07	2.65
OPERATOR: Crane.....	\$ 19.39	2.02
OPERATOR: Grader/Blade.....	\$ 17.50	1.78
OPERATOR: Loader.....	\$ 11.64	1.03
PAINTER: Brush, Roller and Spray.....	\$ 12.36	0.00
PLUMBER.....	\$ 19.21	4.56
ROOFER.....	\$ 12.11	0.00
TRUCK DRIVER.....	\$ 14.05	3.18

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

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

own illness, injury or other health-related needs, including 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 www.dol.gov/whd/govcontracts.

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Profile of Proposer Firm Form (Attachment F)

(This Form must be fully completed and placed under Tab No.3 of the "hard copy" tabbed proposal submittal.)

(1) Name of Firm: _____ Telephone: _____ Fax: _____

Electronic Mail: _____

(2) Street Address, City, State, Zip: _____

(3) Please attach a brief biography/resume of the company, including the following information:

- (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable);
(d) Name of Parent Company and Date Acquired (if applicable).

(4) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(5) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(6) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- ☐ Caucasian American (Male) _____%
 ☐ Public-Held Corporation _____%
 ☐ Government Agency _____%
 ☐ Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- ☐ Resident-Owned* _____%
 ☐ African American _____%
 ☐ **Native American _____%
 ☐ Hispanic American _____%
 ☐ Asian/Pacific American _____%
 ☐ Hasidic Jew _____%
 ☐ Asian/Indian American _____%

- ☐ Woman-Owned (MBE) _____%
 ☐ Woman-Owned (Caucasian) _____%
 ☐ Disabled Veteran _____%
 ☐ Other (Specify): _____%

WMBE Certification Number: _____

Certified by: _____

(Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

Signature _____ Date _____ Printed Name _____ Company _____

(7) Federal Tax ID No.: _____

(8) City of Spartanburg Business License No.: _____

(9) State of South Carolina Business Entity Number (Secretary of State): _____

(10) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(11) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(12) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(13) Has your firm or any member of your firm been a part to litigation with a public entity?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(14) Is your firm currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(15) Is your firm currently in rem foreclosure or substantial tax arrears with a City/County or local jurisdiction?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(16) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(17) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(18) In the last 7 years, has your firm filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(19) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of South Carolina, or City of Spartanburg or other fees?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(20) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(21) Has your firm or any member of your firm been convicted for fraud, bribery, or grand larceny?
Yes ☐ No ☐ Initials _____
If yes, when, with who and state the circumstances and any resolution.

(22) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the City of Spartanburg or its affiliated entities?
Yes ☐ No ☐ Initials _____
If yes, when and state the circumstances and any resolution of the lawsuit.

(23) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? Yes ☐ No ☐
Initials _____

If yes, when and state the circumstances and any resolution of the matter.

(24) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of South Carolina, or any local government agency within or without the State of South Carolina? Has this firm been de-designated as a developer of any government sponsored or publicly assisted project? Yes ☐ No ☐ Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(25) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the SHA? Yes ☐ No ☐ Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(26) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the SHA or any person interested in the proposed contract; and that all statements in said bid are true.

Initials _____

(27) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SHA discovers that any information entered herein is false, that shall entitle the SHA to not consider nor make award or to cancel any award with the undersigned party.

Initials _____

Printed Name: _____

Signature

Company _____

Date _____

Equal Employment Opportunity Statement (Attachment G)

Non-Discrimination Clause.

In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, Executive Order 11246 (September 24, 1965) as amended, the South Carolina Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the South Carolina Civil Rights Act (P.A. 1976 No. 453) and the South Carolina Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of South Carolina to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

In addition, the Contractor shall 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 or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Printed Name: _____
Signature

Company _____ **Date** _____

Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

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 of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

CITY OF SPARTANBURG, SOUTH CAROLINA

THE HOUSING AUTHORITY OF THE CITY OF SPARTANBURG, SOUTH
CAROLINA

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 Bidder, if Bidder is an individual

Signature of Officer, if Bidder is a Corporation

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

Notary Public

My commission expires _____

Section 3 Business Preference Documentation (Attachment I)

“CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY”

(This Form must be fully completed and placed under Tab No. 8 of the “hard copy” tabbed proposal submittal.)

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of owners/stockholder and % of each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers ☐ Additional documentation
☐ Organization chart with names and titles and brief functional statement

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full time employees ☐ List of all employees claiming Section 3 status
☐ PHA Residential lease (less than 3 years from date of employment) ☐ Other evidence of Section 3 status (less than 3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement ☐ List of owned equipment
☐ Statement of ability to comply ☐ List of all contracts for the past 2 years with public policy

Effective 07/01/2014

Persons in Household	1	2	3	4	5	6	7	8
	\$34,000	\$38,850	\$43,700	\$48,550	\$52,450	\$56,350	\$60,250	\$64,100

A new hire is qualified as a Section 3 resident if he/she resides in Spartanburg and his/her total family income is less than the family income shown above for his/her household size.

Corporate Seal _____

Authorizing Name and Signature

Notary

My term expires _____

TITL
E

ATTACHMENT I (Cont.)

SECTION 3 BUSINESS PREFERENCE CLAUSES

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subCONTRACTOR is in violation of the regulations in 24 CFR Part 135. The CONTRACTOR will not subcontract with any subCONTRACTOR where the CONTRACTOR has notice or knowledge that the subCONTRACTOR has been found in violation of the regulations in 24 CFR Part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ATTACHMENT I (Cont.)

SECTION 3 BUSINESS PREFERENCE CLAUSES

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The SHA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns, whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns, whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern

ATTACHMENT I (Cont.)

SECTION 3 BUSINESS PREFERENCE CLAUSES

HUD directs within 24 CFR 135 that the SHA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive proposal if that proposal is:

- (a) Within the maximum total contract price established by SHA; or
- (b) Not more than “X” higher than the total proposal price of the lowest responsive proposal from any responsible proposer. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive proposal is less than \$100,000	10% of that proposal, or \$9,000.00
When the lowest responsive proposal is at least:	
\$100,000.00, but less than \$200,000.00	9% of that proposal, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that proposal, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that proposal, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that proposal, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that proposal, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that proposal, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that proposal, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that proposal, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible proposal with no dollar limit

Sample of Contract
(Page left blank)

Sample Contract #
CONSTRUCTION REPAIRS OF PUBLIC HOUSING AGENCY

THIS AGREEMENT, entered into as of the ____ day of _____ 2018 by and between the Housing Authority of the City of Spartanburg (SHA) (hereinafter referred to as the "Authority"), _____, with offices at same (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Authority has entered into a contract(s) with the United States of America acting through the Department of Housing and Urban Development (hereinafter referred to as the "Government") for financial assistance for low-income public housing pursuant to the United States Housing Act of 1937, as amended, forty-two (42) United States Code section 1437, et seq.; and

WHEREAS, pursuant to said contract(s), the Government, and _____ have the right enter into agreement to the following scope of work describe below; and

WHEREAS, the Government authorized the Authority to Procure such construction work by an licensed contractor; and

WHEREAS, the Authority desires the Contractor to conduct and perform all work;

NOW THEREFORE, the Authority and the Contractor do mutually agree as follows:

1. Terms:

1.1 The Contractor and the Authority (and Affiliates) agree to follow conditions in this contract:

1.2 The Contractor will also be responsible for:

1.3 Deliverables & Deadlines: All scheduled time lines listed below are the Contractor's plan for the FY2018 audit and will be required to be completed in coordination with the Authority:

2. General Responsibilities: The Contractor shall conduct the scope of work description. The Authority's Project Manager will oversee all work. The Authority and Contractor must comply with all local, state & federal laws applicable to provide reasonable assurance that the Authority is managing Federal awards in compliance with laws & regulations and the provisions of contracts or grant agreements that will have a material effect on each of its Federal & State programs; per this contract. The Authority will ensure that the required work was properly performed and payments submitted timely.

4. Internal Control: In addition to the requirements, the Contractor shall perform procedures to obtain an understanding of the Authority's operational and privacy policies.

5. Changes to Contract: The Authority may, before or during the conduct of this contract, request

changes in the scope of the services of the Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor's report, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated into written amendments to this contract and shall be subject to approval by the board of commissioners, local government, Federal Government and the State of South Carolina OSA as applicable.

6. Payment: The Authority agrees to pay the Contractor as compensation for the work completed and approved by the Authority:

Phase 1 of construction	Phase 2 of construction	Phase 3 of construction
\$0.00	\$0.00	\$0.00

The fees above are based on the following provided by the Contractor: Financial Statement Construction Work for the Housing Authority of the City of Spartanburg

Phase 1 of construction	Phase 2 of construction	Phase 3 of construction
\$0.00	\$0.00	\$0.00

Audit under Uniform Guidance Requirement

Phase 1 of construction	Phase 2 of construction	Phase 3 of construction
\$0.00	\$0.00	\$0.00

It is estimated that _____ man-days will be required to perform the work, by the Authority's direction, in _____ and completed by _____. The lump sum fee shall be paid upon the Contractor's compliance of this agreement.

7. Final Documents: Upon completion of this contract a final punch list will developed by the Authority. Outstanding work will be required to be complete

9. Certification: The Contractor must be either a licensed contractor by a regulatory authority of a state or any legal requirements concerning registration in which the Authority is located. A statement by the state identifying such registration or license shall be attached to this contract.

10. Disclosure: The Contractor certifies that its principal officer(s) or member(s) do not now have and have not had during any period covered by this contract, any interest, direct or indirect, in the Authority or any of its members or officials including family relationship with any Authority member or official, and employment by or service as a member or official of the Authority during the period covered by this contract agreement.

11. The Contractor certifies that it has not provided accounting or bookkeeping services for the Authority during the period covered by the audit.

12. No member, officer, or employee of the Authority, no member of the governing body of the locality in which any of the Authority's projects are situated, no member of the governing body of the locality in which the Authority was activated, and no other public official of such locality or localities who exercises any responsibilities or functions with respect to the Authority's projects, during his/her tenure or for one year thereafter, shall be any interest, direct or indirect,

in this contract or proceeds thereof.

13. No member or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from.

14. The Contractor warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Authority the right to terminate this contract, or in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

15. The Contractor shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the Authority under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall insure to the benefit of the surviving or remaining members of such partnership.

16. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or handicap. 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 of training, including apprenticeship.

17. Retention of Working Papers. The Contractor for a period of Three years after the date of final payment keep financial records of this contract, the Contractor shall make its work papers, records and other evidence of this contract available to the Government, during normal working hours upon written request of the Government.

18. Except for disclosure to the Government, and the Authority, the work papers, records, and other evidence of audit, including • information and data prepared or assembled by the Contractor under this contract, shall be held confidential by the Contractor and shall not be made available without the prior written approval of the Government.

19. The Contractor shall fully comply with all HUD regulations

IN WITNESS WHEREOF, the Authority and the Contractor have hereunto set their hands and the seal of the Authority this ____ day of _____, 2018.

THE HOUSING AUTHORITY OF THE CITY OF SPARTANBURG

By: _____

Reginal Barner, Interim Chief Executive Officer

CONTRACTOR

By: _____

Print Name and Title: _____

Firm Name: _____

Address: _____

_____ Phone: _____

_____ Email: _____

Sample