

**Invitation for Bids**

**No. IFB 19-971**

**General Repairs and Replacements**

**Issued By:**

**The Housing Authority of Kansas City, Missouri**

**920 Main Suite 701**

**Kansas City, Missouri 64105**

**April 9, 2019**

**INVITATION FOR BIDS  
IFB-19-971**

**THE ABOVE NUMBER MUST APPEAR ON ALL RESPONSES AND RELATED CORRESPONDENCE.**

**REQUEST DATE: April 9,2019**

**THIS IS NOT AN ORDER**

**Bids Due:  
May 7 , 2019 at 2:00 p.m.**

**Pre-Bid Conference  
April 16, 2019 at 10:00 a.m**

**Jessica Johnson  
Procurement Agent  
[jjohnson@hakc.org](mailto:jjohnson@hakc.org)  
Ph. (816)968-4260  
Fax (816)968-4117**

**PART ONE  
INTRODUCTION AND BID STRUCTURE**

1. The Housing Authority of Kansas City, Missouri is organized under the laws of the State of Missouri. It owns and operates over 1900 units of conventional public housing in multifamily and single-family sites through the city and provides rental assistance subsidies to approximately 7500 households under the Section 8 Housing Assistance Payment Program. The agency has an annual operating budget of \$20 million. Receives approximately \$3.5 million in annual Capitol Fund program allocations and maintains funding awards for the HOPE VI and Public Housing Development Programs. HAKC also funds and manages a variety of social service and economic development programs for its residents.
2. There will be a pre-bid conference for this project at **10:00 am – April 16, 2019** at the job site located at **902 Michigan Avenue , Kansas City, MO.**
3. For the convenience of the bidder, this solicitation is structured as follows:

Part I Introduction and Bid Structure  
Part II Scope of Work Description and Terms  
**Bid Forms**  
Bid Documents

- a. Davis Bacon Wage Rate Determination
- b. Notarized Non-Collusive Affidavit**

- c. Section 3 Requirements
- d. **General Contract Conditions HUD 5370**
- e. **Instructions to Offerors, HUD 5369**
- f. **Certifications & Representation, HUD 5369-A**
- g. Sample Contract

**BOLD** indicates forms required to be completed and returned with **every** bid submission.

**Failure to provide the indicated forms, may cause your submission to be removed from consideration for award.**

**NOTE FOR PROJECTS EXCEEDING \$50,000:** The bidder shall complete and submit his/her bid with 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.

4. Sealed Bid Selection Criteria

A firm fixed-price contract (lump sum or unit price) is awarded to the lowest responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price.

**PART TWO  
SCOPE OF WORK**

1. The Housing Authority of Kansas City, Missouri (HAKC) is seeking bids from qualified contractors to **Roof Replacement, Gutter, and Downspouts.** In accordance with the attached scope of work.

Work must be completed within **38 days** from the date of the Notice to Proceed.

Contractor shall be assessed Liquidated Damages of \$100.00 for each work day in excess of this allotted time for completion. Exceptions may be granted for delays caused by Owner or modifications to the Scope of Work.

**This is a time sensitive project with an expected start date to occur as soon as possible.**

2. TAXES

HAKC is a sales-tax exempt entity. Copies of the sales tax exemption information will be provided to the successful bidder on request. The contractor shall not include in the bid amount, any taxes chargeable against the performance of the work.

3. PERMITS

Before starting work, the contractor shall obtain and pay for all necessary permits and licenses whether issued by the State, county, or City, and furnish proof of insurance as required, for all work under these specifications. The contractor shall be held responsible for all violations for any cause in connections with the work.

4. CHARACTER OF WORKMEN AND WORK

At all times, the contractor shall be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform the work assigned to them properly.

5. ASSIGNMENT OF THE CONTRACT

The contractor shall not enter into any sub-contracts' or assign, transfer, convey or otherwise dispose of the ensuing contract, or any and all of its rights, title or interest, or its power to execute such contract to any person, company, or corporation without the written consent of HAKC.

6. PROVISIONS FOR CHANGES OR AMENDMENTS.

If at any time HAKC desires to expand, alter, or terminate a portion of the scope of work, as defined herein, the contract will be amended to reflect these changes at costs/deductions acceptable to both parties. HAKC shall provide prior written notice to the contractor for any changes to the scope of work. The contractor shall not hold the Authority responsible for termination due to no fault of HAKC.

**As it relates to the foregoing paragraph, all directions to the contractor, and all changes or amendments to the project, between the contractor and the HAKC must come through the Project Manager, Michael Ponnle, 816-968-4285. The HAKC will not be responsible for payment for any change(s) not authorized in advance, by the Project Manager.**

7. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the federally funded area, and contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Section 3 area. Section 3 requires that a recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects. As a recipient of HUD funding, HAKC maintains an aggressive Section 3 policy, which emphasizes employment of public housing residents, or other low-income residents on contracts let by the Authority and that affirmative efforts be taken to contract with Section 3 business concerns, which includes resident-owned businesses.

HAKC believes that Section 3 is an effective tool for advancing economic development and self-sufficiency opportunities for public housing residents. HAKC requires the contractor to emphasize resident hiring for new positions required because of this contract. See "Section 3 Program" attachment for additional information on compliance with Section 3 requirement.

8. INSURANCE, BONDING AND HOLD HARMLESS AGREEMENT

The contractor must carry insurance with respect to property and operations as set forth below. If applicable, Fidelity Bond requirements may be set prior to contract execution.

*Liability/Bodily Injury*

General:

- a) Three million dollars (\$3,000,000) for all claims arising out of a single occurrence;
- b) Four hundred thousand dollars (\$500,000) for any person in a single accident or occurrence;  
*Property Damage*
- c) Five hundred thousand dollars (\$500,000) for each occurrence.

Auto:

- d) Five hundred thousand dollars (\$500,000) each person
- e) Five hundred thousand dollars (\$500,000) each occurrence  
*Property Damage*

- f) Five hundred thousand dollars (\$500,000) for each occurrence

Worker's Compensation

- g) Policy shall contain limits  $\geq$  the policy limits required by state or federal law, and not less than: Five hundred thousand dollars (\$500,000) per accident

In addition, the contractor agrees that it will indemnify and hold HAKC harmless for any acts, including acts of negligence, on the part of the contractor's agents or employees and from any and all claims on or about the premises resulting from the acts, including acts of negligence, of the contractor, its employees, or agents. The contractor shall investigate and furnish HAKC with full reports on all accidents, claims and potential claims for damages relating to the services provided under this contract, and will cooperate fully with HAKC and its' agents in connection with all claims.

**A bid submission of \$50,000.00 or higher must be accompanied by a negotiable bid guarantee of 5% of the amount of the bid.**

As a "public entity" seeking to enter into a written contract with a "Contractor" for a public works project as those terms are defined in Section 107.170 RSMo., estimated to meet or exceed the sum of fifty thousand (\$50,000) dollars, the HAKC must require the Contractor to furnish to HAKC a payment bond with good and sufficient sureties in the amount of **one hundred percent (100%)** of the total cost of the contract and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed, or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise. As an additional condition of the contract the Contractor shall also furnish to HAKC a performance bond with good and sufficient sureties in the amount of **one hundred percent (100%)** of the total cost of the contract whereby said surety shall, among other things, insure for the completion of all work that is the subject of the contract. All bonds executed and furnished pursuant to this contract shall be deemed to contain the requirements and conditions set out within Section 107.170 RSMo., regardless of whether the same be set forth in said bond, or of any terms or provisions of the said bond to the contrary notwithstanding.

9. PAYMENT

**In order for payment to be processed, the contractor must:**

- a) Certify that no additional staff was hired in order to complete this project. This will be verified by submission of the payroll sheets (if Davis Bacon applies).
- b) If additional staff is to be hired, contractor must advertise in the newspaper of record for the area and demonstrate that additional contacts were made to locate qualified Section 3 residents. Sources for locating Section 3 residents include the individual development where the work is to be performed; other HAKC developments; HAKC's Department of Resident Services; the City of Kansas

City, Missouri; etc. If additional staff were hired, contractor must show proof that 30% of those hired (one individual hired for each three positions filled) are Section 3 residents in accordance with current median income data.

This information can be found at the following website:

[www.factfinder.census.gov/home/saff/main.html](http://www.factfinder.census.gov/home/saff/main.html)

- c) If no qualified Section 3 residents are available, the contractor must show proof of attempts to locate and hire Section 3 residents.
- d) If additional staff are hired for this project, one-third (1/3) of the available hours for the “new” positions must be worked by the Section 3 resident.
- e) For additional information, contractors may refer to 24, CFR, Sec 135.38.
- f) Contractor shall certify that all employees of the contractor are United States citizens or have work visas to work in the United States. Copies of the work visas shall be submitted with the first payroll sheets submitted to Contracts requesting payment.

The contractor shall invoice per the firm, fixed prices indicated on the Bid Form. The firm, fixed prices shall be legally binding for the entire term of the contract. The Project Manager must approve all invoices prior to payment. When providing services, contractor must obtain the signature of the Property Manager or their designee, on the work order or receipt, to verify the service/work provided is complete, satisfactory and in accordance with the scope of work. Without this signature, payment cannot be processed. **Invoices/Payment Certification Packets for non as-needed contracts over \$2,000.00 which require Davis-Bacon wages, must have “Payroll Form WH-347” attached.**

**In addition, HAKC will not process any invoice(s) for payment until the required certified payrolls, citizenship status, Section 3 certifications, and all other evidentiary documentation is received.**

The contractor shall submit all requests for payment under this contract to:

**Office of Procurement & Contracts**  
**920 MainStreet, Suite 701**  
**Kansas City, MO 64105**  
[procurement@hakc.org](mailto:procurement@hakc.org)

10. QUESTIONS

Questions relating to the bid content or procedures for submission must be submitted in writing, by fax or e-mail to:

Jessica Johnson, Fax (816) 968-4117 or [jjohnson@hakc.org](mailto:jjohnson@hakc.org)

11. SUBMISSION REQUIREMENTS

Electronic bids must be received at the offices of the Housing Authority of Kansas City, Missouri no later than **2:00 PM, May 7, 2019. Bids must be Emailed to [procurement@hac.org](mailto:procurement@hac.org) OR Faxed to 816-968-4117.**

Each response to this Invitation for Bids must be clearly identified as a response to the **Invitation for Bid No. IFB 19-971. Any submission received later than 2:00 PM, May 7, 2019 will not be accepted.** The bidder may also be responsible for demonstrating adequate staffing for managing multiple jobs with the periods specified herein.

When the contractor is declared the successful bidder, and at the time the contract is signed, if applicable, he/she may be asked to certify that:

- a. Contractor is aware that wage decision rates apply
- b. Contractor will, or will not, be required to hire additional staff
- c. Contractor will comply with and provide documentation of US citizenship or legal status for all his/her employees.

Failure to follow the instructions of this IFB may result in the elimination of your bid as being non-responsive. **Failure to sign your completed bid form will be cause for automatic rejection.**

HAKC reserves the right to consider historic information whether gained from the proposal, references, or any other source, in the evaluation process. HAKC also reserves the right to reject all bids/proposals, make no award, multiple or partial awards, and to waive any minor informality or irregularity in the bids/proposals received in response to this solicitation.

12. PROPOSED SCHEDULE

Pre-Bid Conference Located at:	April 16, 2019 at 10:00 a.m. 902 Michigan Ave, KCMO
Bid Due Date	May 7, 2019 by 2:00 p.m.



## Scope of Work Housing Authority of Kansas City

Project: General Repairs and Replacements  
Location: 902 Michigan Avenue  
Development: Wayne Miner/ Theron B. Watkins Homes

March 2019

### **Overview:**

The purpose of this work order is to Repair and Replace ALL DAMAGED or MISSING Interior INSTALLATIONS whether noted or not and make the Unit ready for occupancy.

### **Exterior Work:**

Grind cracked and heaved entry sidewalk concrete and apply concrete mortar and seal the cracked line.

### **Interior Works:**

Follow instructions as directed or otherwise stated:

### **Living, Entry & Closet:**

Furnish and install the followings or as described:

1. Remove and replace worn-out weather-stripping
2. Replace missing storm door handle complete.
3. Clean entry threshold
4. Wash and clean storm door complete
5. Prime and paint entry steel door and frame, use the existing paint color for front and back.
6. Replace damaged window screen: size 20" wide x 41"high
7. Replace damaged or missing storm window.
8. Clean inside window track and glass at both sides, rework sliding window to slide freely: size 43"x44"
9. Re-paint window frame surfaces at inside
10. Remove air return grill and clean dirty inside. Paint the grill frame complete and re-install.
11. Replace missing outlet plate
12. Demo floor tiles, underlayment and wood base/shoe
13. Patch damaged wall along the base.
14. 1/4" thick plywood underlayment
15. 12"x12"x1/8" Vinyl floor tiles

16. 9/16"x3-1/2" finger jointed pine wood base
17. Clean glue off joints and wax new floor tiles
18. 1/4 round wood base shoe
19. Remove and replace damaged horizontal Vinyl window blind (48"x72") including middle bracket
20. Seal gap along the joint of ceiling and walls
21. Prep. prime and paint walls and closet
22. Prep. prime and paint ceiling and closet
23. Prime and paint wood base and base shoe
24. Replace missing door sweep.

### **Dinning/Kitchen & Closet:**

Furnish and install the followings or as described:

1. Replace broken rear storm door handle.
2. Clean threshold and frame
3. Clean storm door frame and glass at both sides
4. Replace damaged storm door top chain
5. Prime and paint exit door frame and door. Use existing paint color for both sides.
6. Rework loose and bent door sweep
7. Clean wall diffuser and paint the metal frame
8. Clean electrical breaker box interior and exterior surfaces
9. Demo floor tiles, underlayment and wood base/shoe
10. Patch damaged wall along the base.
11. 1/4" thick plywood underlayment
12. 12"x12"x1/8" Vinyl floor tiles
13. 4" high rubber cove base under base cabinet
14. Clean glue off the joints and wax new floor tile.
15. 1/4 round wood base shoe
16. 9/16"x3-1/2" finger jointed pine wood base
17. Remove and replace damaged horizontal Vinyl Window Blind with middle bracket (48"x72")
18. Remove nails, and prep walls
19. Prime and paint block and sheetrock walls
20. Apply kilz paint to the red spots on ceiling
21. Prime and paint ceiling
22. Prep. and paint walls and reveals.
23. Remove and replace 2 base cabinet doors
24. Remove and replace 2 base cabinet drawers
25. Remove replace rotted 1/2" thick plywood under sink
26. Clean, prime and paint wall diffuser
27. Re-finish exterior base and upper cabinets. Wash and clean inside cabinets and inside each drawer.
28. Clean inside window and glass, rework sliding window to slide freely: size 43"x44"

29. Re-paint window frame surfaces at inside
30. Remove clean 4'-0" long fluorescent light fixture cover and re-install to its position
26. Prime and paint wood base and base shoe
27. Re-work off track drawers to function properly or replace the track
28. Repair loose plastic Formica along back splash
29. Clean countertop and back splash
30. Remove, damaged range hood.
31. Furnish and install new 30" wide range hood to match existing opening with electrical wires connections. Color: white.
32. Clean gas burner stove at top, inside including oven. Move stove out to allow tiles/underlayment replacement and clean surroundings
33. Remove existing paint off door lock set and handle
35. Seal hole under sink cabinet framing near the floor.

### **Laundry Room**

Furnish and install the followings or as described

1. Demo floor tiles and underlayment
2. 1/4" thick plywood underlayment
3. 12"x12"x1/8" vinyl tiles
4. Buff and wax new floor tiles
5. Remove rubber cove base
6. Install new 4" high rubber cove base
7. Wash and clean inside upper laundry cabinet exterior and interior surfaces.
8. Prep prime and paint walls.
9. Prime and paint ceiling.
10. Remove and install new plunger door stop, base mounted

### **Furnace Closet**

Furnish and install the followings or as described

1. Wash and clean closet door including 2 combustion vents.
2. Dismantle plumbing lines and vent from water heater tank. Move out water tank to allow replacement rotted underlayment & floor
3. Demo floor tiles and underlayment.
4. 1/4" plywood underlayment
5. 12"x12"x1/8" vinyl floor tiles
6. Return water heater to original position. Re-connect all dismantled plumbing lines, vent and fire-up the tank.
7. Service furnace and replace furnace filter
8. Service A/C condensing unit, add Freon and wash condensing surrounding.
9. Produce Furnace & A/C service paper work from a professional HAVC installer or services the equipment.
10. Clean nook and cranny's, remove spider webs and any debris on the floor.

## **Down Stair Bedroom & Closet**

Furnish and install the followings or as described

1. Replace damaged window screen 20"x 44"
2. Clean inside window tack and glass at both sides. Re-work sliding window to slide without force
3. Paint window frame surfaces at inside
4. Apply kilz paint inside closet walls and ceiling or cut and replace the damaged wall/ceiling inside closet.
5. Remove and replace 1/4 round base shoe
6. Prime and paint wood base/shoe around the room/closet
7. Remove nails prep walls
8. Prime and paint walls, reveals, sq arch and closet
9. Demo floor tiles, underlayment and wood base/shoe
10. Patch damaged wall along the base.
11. 1/4" thick plywood underlayment
12. 12"x12"x1/8" Vinyl floor tiles
13. 9/16"x3-1/2" finger jointed pine wood base
14. Clean glue off the joints and wax new floor tile
15. Remove and replace broken closet catch magnetic device
16. Prime and paint wall diffuser
17. Remove and replace 1" wide horizontal vinyl window blind to size the opening with middle bracket. (48"x72")
18. Replace damaged or missing window storm glass
19. Replace ceiling light fixture, match the globe with the original globe and size in the unit.

## **Stair Hallway**

Furnish and install the followings or as described:

1. Wash and clean step/riser rubber treads.
2. Replace loose and missing stair rubber treads and risers
3. Remove existing paint on both handrails to remain original wood surfaces.
4. Sand handrails to smooth with smoothest sandpaper
5. Stain both hand railings with color that match wood grain surfaces
6. Wash and clean stair stringers, prime and paint.
7. Repaint short wood handrail size 7-1/2"x 52" long
8. Prep and neatly patch cracked line on wall around stair wall.
9. Prep prime and paint walls at both sides
10. Prep. prime and paint ceilings.

## **2<sup>nd</sup> Floor:**

### **Hallway & 2 Closets:**

Furnish and install the followings or as described

1. Demo floor tiles, underlayment and wood base/shoe
2. Install 1/4" thick plywood underlayment
3. Install new 12"x12"x1/8" vinyl floor tiles

4. 9/16"x3-1/2" finger jointed pine wood base
5. Buff and wax floor tiles
6. Remove and replace 1/2 round wood shoe
7. Clean, prime and paint wood base & base shoe
8. Prime and paint walls including reveals
9. Prime and paint ceilings
10. Remove and replace closet door magnetic catch device
11. Prime and paint closet steel door frames and trims
12. Remove and replace broken toilet electrical light switch plate.
13. Prime and paint attic access door with surrounding trim
14. Replace ceiling light fixture, match the globe with the original globe and size in the unit

### **Tub Room:**

Furnish and install the followings or as described

1. Demo floor tiles, underlayment
2. 1/4" thick plywood underlayment
3. 12"x12"x1/8" vinyl floor tiles
4. Buff and wax floor tiles
5. Demo 6" high rubber base
6. Replace 6" high rubber cove base
7. Remove caulk along the joints between tub and surroundings, and between surrounding joints. Neatly re-caulk to water tight
8. Caulk joint along tiles and tub to water tight
9. Install 1/4 round wood shoe along tub and floor
10. Remove and replace metal transition strip 3'-0"
11. Prime and paint steel door frames and trims
12. Prep, prime and paint walls
13. Prep, prime and paint ceilings
14. Remove and replace 1" wide horizontal vinyl window blind to size the opening.
15. Paint window frame surfaces at inside
16. Clean inside window track. Re-work small aluminum sliding window to slide freely on the track and lock properly
17. Clean tub wall tiles imitation. Wash & clean tub surroundings. Remove old caulk and neatly caulk all joints.
18. Replace missing tub water stop and pop-up complete
19. Re-work ceiling light to work.

### **Toilet Room:**

Furnish and install the followings or as described

1. Demo floors tiles and underlayment's
2. Remove and re-set W.C. to allow replacement of underlayment
3. 1/4" thick plywood underlayment
4. 12"x12"x1/8" vinyl floor tiles
5. Buff and wax floor tiles

6. Demo 4" high rubber base
7. Replace 4" high rubber cove base
8. Re-install Medicine cabinet back to its position on wall. & clean inside complete
9. Re-finish exterior vanity cabinet and wash and clean interiors
10. Replace damaged and missing vanity 3 drawers complete
11. Remove and replace W.C. seat and cover
12. Clean inside window track. Re-work small aluminum sliding window to slide freely and lock properly
13. Remove and replace 1" wide horizontal vinyl window blind to size the opening
14. Clean inside W.C stool. Remove existing caulking and re-caulk around stool base.
15. Remove and replace Fluid Master inside W.C. include handle
16. Clean vanity top and countertop surfaces
17. Remove and replace corroded electrical lighting fixture with 6 bulbs over the vanity
18. Prep, prime and paint walls and reveals
19. Prep, seal cracked lines, prime and paint ceilings
20. Prime and paint steel door frame and trim
21. Remove and replace metal transition strip where it needed.
22. Clean entry door surfaces and edges

### **Front Right Bedroom & Closet**

Furnish and install the followings or as described.

1. Demo floor tiles, underlayment and wood base/shoe
2. ¼" thick plywood underlayment
3. 12"x12"x1/8" Vinyl floor tiles
4. 9/16"x3-1/2" finger jointed pine wood base
5. Buff and wax floor tiles
6. Prime and paint entry steel door frame
7. Prep, prime paint walls and closet.
8. Prep, prime paint ceilings and closet
9. Remove and replace 1/4 round wood base shoe
10. Prime and paint wood base & base shoe
11. Remove and replace broken closet catch magnetic device.
12. Clean inside window track and glass at both sides. Re-work sliding window to slide without force
13. Paint window frame surfaces at inside
14. Remove and replace 1" wide horizontal vinyl window blind to size the opening with middle bracket
15. Replace missing electrical outlet plate and damaged plate
16. Prime and paint entry & closet steel door frames & trims
17. Prime and paint wall diffuser
18. Clean and paint entry and closet doors complete
19. Re-work loose entry door passage set to tight

20. Replace ceiling light fixture, match the globe with the original globe and size in the unit.

### **Front Left Bedroom & Closet**

Furnish and install the followings or as described.

1. Demo floor tiles, underlayment and wood base/shoe
2. 1/4" thick plywood underlayment
3. 12"x12"x1/8" Vinyl floor tiles
4. 9/16"x3-1/2" finger jointed pine wood base
5. Buff and wax floor tiles
6. Prime and paint entry steel door frame
7. Prep, prime and paint walls & closet.
8. Prep, prime and paint ceilings & closet
9. Remove and replace 1/4 round wood base shoe
10. Prime and paint wood base & base shoe
11. Remove and replace broken closet catch magnetic device.
12. Clean inside window track and glass at both sides. Re-work sliding window to slide without force
13. Paint window frame surfaces at inside
14. Remove and replace 1" wide horizontal vinyl window blind to size the opening with middle bracket
15. Prime and paint entry & closet steel door frames & trims
16. Prime and paint wall diffuser

### **Rear Left Bedroom:**

Furnish and install the followings or as described.

1. Demo floor tiles, underlayment and wood base/shoe
2. 1/4" thick plywood underlayment
3. 12"x12"x1/8" vinyl floor tiles
4. 9/16"x3-1/2" finger jointed pine wood base
5. Buff and wax floor tiles
6. Prime and paint entry steel door frame
7. Pre, prime and paint walls.
8. Prep, prime and paint ceilings
9. Remove and replace 1/4 round wood base shoe
10. Prime and paint wood base & base shoe
11. Remove and replace broken closet catch magnetic device.
12. Clean inside window track and glass at both sides. Re-work sliding window to slide without force
13. Paint window frame surfaces at inside

14. Remove and replace 1" wide horizontal vinyl window blind to size the opening with middle bracket
15. Prime and paint entry & closet steel door frames & trims
16. Prime and paint wall diffuser
17. Replace damaged window screen: size 20" wide x 41"high.
18. Replace ceiling light fixture, match the globe with the original globe and size in the unit.

### **General Works throughout this unit:**

1. Remove and clean all ceiling light fixtures throughout the unit.
2. Remove and replace all ceiling light bulbs or flickering fluorescents, use energy efficient coil (daylight) bulbs throughout the unit.
3. Remove and replace all electrical outlets and light switches **PLATES** throughout the unit
4. Remove and replace all window blinds to size each window openings with **middle bracket** for wider openings throughout the unit.
5. Snake route drain lines from all plumbing fixtures to the street. Report any suspected breaks in the pipe and provide Video Tape or DVD as a supporting evidence from a Professional Piping Inspection Services. *(Call the Project Manager to be present during execution of this activity)*
6. Remove and replace dead battery inside each Smoke Alarms
7. Sweep and remove trash throughout the unit before work is commence.

### **Painting Specifications:**

8. Prime and Paint all Doors Frames throughout the unit. Apply 2 coats of Alkyd Oil Base paints.
9. Prep. prime & paint Walls, reveals & Ceiling to be approved 2 coats of Latex paints. The property manager would dictate the paint color therefore, you are not allowed to use any paint color of your choice.
10. Prime and paint wood base and base shoes



11. Finish work shall be free of brush marks, lap marks, streaks, skipped or missed areas, sags, runs, defects such as granules of dirt or texture particles, drips, spills, splashes, stains, finger marks, and application defects such as air bubbles.
12. Clean up ALL paint splatters or droppings. Surfaces that were previously painted must be brought to the manager's attention prior to work commencing. The contractor will be held liable for cleaning surfaces that were not reported and not intended for paint such as hardware, sprinkler heads, baseboards, electrical outlets, cabinets, trim etc.
13. Finish previously painted/varnished interior doors on tops, bottoms, side edges, and faces to match face finish.
14. Previously painted doors, windows, frames, and baseboard shall be repainted. This includes portable and stationary closets located at Dunbar Gardens.
15. Naturally finished cabinets shall be cleaned, lightly sanded and one coat of varnish applied. Varnish to be supplied by contractor.

Cleaning specifications for activities required to be cleaned or otherwise stated:

- a. All light covers, not already removed by painter, will be removed, cleaned and secured back in place;
- b. All windows shall be cleaned thoroughly, to include inside and out, window sills, window tracks, window stool areas and mini blinds;
- c. All cabinets and drawers to be sanitized, wiped free of dead insects, dust, debris, inside and out and all cabinets and drawers to be cleaned with wood oil soap;
- d. Clean all ceiling fans
- e. Thermostats to be wiped free of foreign matter;
- f. All vents and louvers shall be **removed**, wiped free of dust inside and out and reinstalled;

13.1 Bathrooms and fixtures shall be thoroughly cleaned to include, but not limited to, the toilet, bathtub, shower, medicine cabinet, mirrors, vanity, vanity cabinet, tile and exhaust fan cover. Exhaust fan covers shall be removed and wiped clean; internal components shall be wiped cleaned prior to reinstalling exhaust cover. Clean and shine all faucets.

13.2 Bedrooms shall have all closets, shelves and storage areas cleaned.

- 13.3. Kitchens shall be cleaned as follows:
- a. Stove to be thoroughly cleaned; burner assembly, oven, broiler pans and broiler drawer to be free of burnt on food, grease and grime.
  - b. exterior of stove to be cleaned with degreaser and wiped clean (front and sides);
  - c. range hood to be cleaned with degreaser and wiped clean;
  - d. refrigerator cleaned inside and out, and eliminating stains;
  - e. all countertops, backsplash, tile and sink areas shall be thoroughly scrubbed and wiped clean;
  - f. clean and shine all faucets.

13.5 Entry doors shall be cleaned inside and out to remove dust, dirt and foreign matter, to include all components of storm doors, and all thresholds. Front and rear porches/decks shall be swept and made clean of all dirt and foreign debris.

13.6 Hallways/Stairwells

- a. all stair treads and cove base shall be scrubbed clean and wiped free of all foreign matter.
- b. all globes, thermostats and light switch covers shall be cleaned and wiped free of all foreign matter.

13.7 Equipment Room areas must be thoroughly cleaned, wiping all dust off the furnace, water heater and ductwork surfaces. Cobwebs are to be removed in its entirety. Floors are to be cleaned and mopped as necessary.

### General Requirements as Outlined:

1. As soon as contract is signed, contractor is required to schedule a PRE-CONSTRUCTION CONFERENCE date on the site with the Project Manager. Completion of pre-construction meeting will facilitate the issuance of Notice to Proceed. (NTP).
2. Contractor has a duty to furnish power generators, tools, labor, equipment and materials to perform the services required in this scope of work.
3. Contractor shall be responsible for physical identification and measurement of work as outlined in the scope of work at no additional cost to HAKC.

4. Contractor is not allowed to use resident's or HAKC utilities during the progress of this contract. You are required to provide your own power source throughout the duration of the contract.
  
5. **Article 15.1 Utility Activation & Deactivation:** Before beginning the Work, Contractor shall ensure that appropriate utilities have been DEACTIVATED. The Contractor shall be solely responsible for the activation and deactivation of utilities on the Work Site. In a simple language, turn all utilities on your name thru the progress of work and turn it back on HAKC after final inspection and handover HAKC.
  
6. Provide Dumpster and place it at a location that will not obstruct resident's movement of their cars. Contractor is not allowed to dump construction or trashes in HAKC dumpster around development.
  
7. **HUD Form WH-347:** (Certified Payrolls & Statement of Compliance) are **due on weekly** basis for all workers including sub-contractors. Deductions column on Form WH-347 must be duly filled out. Writing "Form 1099 or Salary" on "Withholding Tax" lines is not acceptable; all deductions are to be clearly stated for each worker as required by HUD. If a classification does not exist, the contractor shall request a classification in writing to HAKC. Such request shall be submitted with the effected payroll or immediately upon identification. Contractor is required to submit payroll every week whether work is performed or not in any day of the week.
  
8. All workers are required to carry valid photo identification while working on this project at all time.
  
9. Submit the followings to the P. M. on the Pre-Construction Meeting day.
  - a. A Schedule of Values for this project: *Showing the components of your work break down including the (\$\$) Value for each Activity on the schedule.*
  
  - b. A Work Schedule showing each work activity's estimated start & finish dates.
  
  - c. Complete and return all preliminary contract documents submitted with your Payment Certificate Package. *(Note: The Payment Certificate package includes Schedule of Value; Project Plan & Schedule). It is required that the Work*

*Schedule be provided and Schedule of Values one (1) week prior to the commencement of the project.*

10. All contractors are required to POST SIGNAGE at a **conspicuous location** on the job site from the day the job starts thru its completion. The board for the signage can be 36"x42"x3/4" plywood with a 2" wide trim. The contractor shall secure the following HUD documents on the sign and secure the sign post to the ground with a 2" wide pointed stake.
  - a. Contractor's Company name in large and bold print.
  - b. Davis-Bacon Determination sheets issued for this project.  
Each sheet must be posted on the sign (*Especially sheets that reflecting the specific trades for this project*)
  - c. Current Postal for EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT for Laborers and Mechanics employed on Federal or Federally Assisted Construction Projects.
  - d. The scope of work issued for this project. . (*Note: The scope of work is required to be posted from start to finish of this project*).
  - e. It is compulsory to STATION your SIGNAGE to a SPOT where it could be visible to the public at all time. You are advised to Laminate all documents on the board to enable it withstand the rain and sun throughout the duration of the Contract.
11. All works is to be performed in a professional workman like manner and consistent with industry standards. All workmen must have sufficient knowledge and skills to perform the tasks required for this contract.
12. Contractor is responsible for the OFF-SITE disposal of trash & construction debris on **daily basis**. Contractor is NOT allowed to dump any refuse or construction trash on our dumpster stationed at the edge of parking lot.
13. Contractor shall make every effort possible to assure no materials cause injury or damaged during the progress of construction to the residents. Also, contractor is to make sure there are no splashed, spilled or over sprayed paint on items not intended for paint such as the lawn, parking, lots, vehicles, sidewalk/concrete, around the buildings.
14. Contractor is required to call the Project Manager for *inspection and approval* of **all Materials** delivered to the job site before use. All paint shall be properly labeled

and subject to inspection at any given time. No paint shall be tampered with or diluted at any time.

15. Contractor is required to call the Project Manager for *inspection and approval* of works at the end of *stages* of construction activities. Especially anytime contractor submit a payment certificate request.
  - All inspections are to be requested a minimum of 24 hours in advance
16. Contractor is required to give 5 business days notification to the Project Manager to enable proper notification to the residents.
17. Contractor shall submit a written Application for Partial & Substantial Completion and Final Inspection stating the Status of the project. Each pay application request is to include an updated Project Plan & Schedule. (See Contract Article 20.5.6.)
18. Contractor shall provide a written, notarized and signed WARRANTY for this project after the project is completed stating warranty coverage for materials and defects in workmanship.
19. Remove, pick and haul construction left over on the ground irrespective of their sizes. Also, remove any construction trash and debris on daily basis.
20. Contractor is required to submit his/her final Punch List to the Project Manager prior HAKC Construction team Final Inspection.

**Duration:**

Contractor shall have thirty-eight (38) days to complete this project.

**General Requirements as Outlined:**

1. As soon as contract is signed, contractor is required to schedule a PRE-CONSTRUCTION CONFERENCE date on job site with the Project Manager. Completion of pre-construction meeting will facilitate the issuance of Notice to Proceed. (NTP).

It is mandatory for the Contractor to submit the followings to the Project Manager on the Pre-Construction Conference Day.

- a. A Schedule of Values for this project: *Showing the components of your work break down including the (\$\$) value for each activity on the schedule.*
  - b. A work schedule showing each work activity's estimated start & finish dates. *(By each street address as called out for this project.)*
  - c. Complete and return all preliminary contract documents submitted with your Payment Certificate Package. *(Note: The Payment Certificate package includes **Schedule of Value; Project Plan & Schedule; Section 3 Workers Compliance; Environmental Compliance; Verification of Contractor's Safety Program on the Job Site & Construction Progress Schedule**). It is required that all form mentioned dully filled out and submit to the Project Manager on the Pre-Construction Conference Meeting for review prior to issuance of the NTP.*
2. When working in an occupied unit, the Contractor is to assure that, staffs conduct themselves in a professional manner at all times.
  3. The Contractor is to attend a Pre-Construction conference within 24 hours of executing the contract with HAKC. It is strongly encouraged that any sub-contractors attend this meeting. Contractor is responsible for all subs performing work and task as written in the contract.
  3. Contractor is to locate a supplier that can provide materials immediately upon receiving the NTP. Work is to begin immediately upon receiving the NTP.
  4. Proper signage or barriers shall be installed to assure tenants or children don't come in contact with work underway or tools that cause injury to the resident.
  5. Contractor has a duty to furnish power generators, tools, labor, equipment and materials to perform the services required in this scope of work.
  6. Contractor shall be responsible for the physical identification and measurement of work as outlined in the scope of work at no additional cost to HAKC.
  7. **HUD Form WH-347:** (Certified Payrolls & Statement of Compliance) are **due on weekly basis** for all workers including sub-contractors. Deductions column on Form WH-347 must be duly filled out.
    - a. Writing **"Form 1099 or Salary"** on **"With-holding Tax"** lines is not acceptable; all deductions are to be clearly stated for each worker as required by HUD.
    - b. If a classification does not exist; the contractor shall request a classification in writing to HAKC. Such request shall be submitted with the effected payroll or immediately upon identification.
    - c. If work is not performed during one or more weeks during the progress of the work contractor is required to submit a fully signed Certified Payroll for each week stating: "No Work Perform during this Week."
  8. All workers are required to carry a Valid Identification while working on HUD projects. The worker may be removed the job site, and/or a Stop Work Notice may be issued if any

individual working on the project fails to follow this requirement or refuses to participate in an employee interview with HAKC staff.

9. Contractor is required to **POST SIGNAGE** at a ***conspicuous location*** on the job site **from the day the job starts thru its completion.** The signage board can be 36" x 42" x 3/4" thick plywood with 2" wide trim around. The Contractor shall secure the following HUD documents on the Signage and secure the Signage Post to the ground with a 2" wide pointed stake.
  - Contractor's Company Name in **large and bold print.**
  - Davis-Bacon Wage Determination sheets issued for this project.  
(Post entire decision sheets on the signage)
  - Current POSTER for EMPLOYEE RIGHTS UNDER THE DAVIS-BACON Act for Laborers and Mechanics.
  - The scope of work issued for this project is required to be posted on the board throughout the duration of this project.
11. All work is to be performed in a professional workman-like manner and consistent with industry standards. All workmen must have sufficient knowledge and skills to perform the tasks required for this contract.
12. Contractor is responsible for the OFF-SITE disposal of trash & construction debris on a daily basis.
13. Contractor is required to call the Project Manager for *inspection and approval* of **All Materials** delivered to the job site before use.
14. Contractor is required to give 5 business days notification to the Project Manager to enable proper notification to the residents. (*The units are occupied*).
15. Contractor is not allowed to use resident's utilities during the progress of this contract. Contractor is required to provide their own power source throughout the duration of the contract
16. Contractor shall submit a written Application for Partial & Substantial Completion and Final Inspection stating the Status of the project. (See Contract Article 20.5.6)
17. Contractor shall provide a written, notarized and signed WARRANTY for this project stating warranty coverage for materials and defects in workmanship. (*Coverage shall be for a minimum of 1 year for defects in workmanship and materials.*)
18. Contractor is liable for all materials and installations until final approval.

Duration: Contractor shall have Thirty Eight (38) days to complete this project.

General Decision Number: MO190063 01/04/2019 MO63

Superseded General Decision Number: MO20180063

State: Missouri

Construction Type: Residential

County: Jackson County in Missouri.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

BRMO0015-023 04/01/2018



	Rates	Fringes
BRICKLAYER.....	\$ 35.43	19.73

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CARP0005-011 05/01/2018

	Rates	Fringes
CARPENTER.....	\$ 29.94	17.10

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\* ELEC0124-001 08/27/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 39.45	22.51

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ENGI0101-031 04/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator.....	\$ 37.63	15.97
Roller.....	\$ 37.63	15.97

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LABO0264-004 04/01/2014

	Rates	Fringes
LABORER		
Mason Tender - Brick.....	\$ 15.60	7.40

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PAIN0003-021 04/01/2017

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 29.34	16.96

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PLUM0008-018 06/01/2018

	Rates	Fringes
PLUMBER.....	\$ 45.34	21.39

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ROOF0020-009 06/01/2018

	Rates	Fringes
ROOFER.....	\$ 32.95	18.89

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 SFMO0314-004 01/01/2017

PORTION OF COUNTY WITHIN A 30 MILE RADIUS OF THE INTERSECTION  
 OF PERSHING & BROADWAY IN KANSAS CITY, MO

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.74	19.92

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 SFMO0669-005 04/01/2017

REMAINDER OF COUNTY

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.79	15.84

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 SHEE0002-028 07/01/2011

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct and HVAC System).....	\$ 27.37	8.14

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 SUMO2011-007 08/11/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.00	0.00
LABORER: Common or General.....	\$ 11.00	0.00

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

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

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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.

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## 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

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**Page 1 of Bid Form  
IFB-19-971**

**Date:** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
Hereinafter called the "Bidder"

**TO:** Housing Authority of Kansas City, Missouri  
920 Main Street, Suite 701  
Kansas City, Missouri 64105  
Hereinafter called the "Owner"

The undersigned bidder for \_\_\_\_\_, (your company name)  
located at \_\_\_\_\_, (your company address) in accordance with the  
applicable specifications and related documents prepared by the Housing Authority of Kansas City,  
Missouri, and having familiarized itself with the local conditions effecting the cost of the Work at the place  
where the Work is to be done and with the Instructions to Bidders, Plans and Specifications, General and  
Supplementary Conditions, Special Conditions, Form of Agreement and other Contract Documents, ad  
having examined the location of the proposed Work and considered the availability of labor and materials,  
hereby proposes and agrees to perform everything required to be performed, and to provide and furnish all  
labor, materials, necessary tools, expendable equipment, and all utility and transportation service necessary  
to perform and complete in a workmanlike and timely manner all the Work required to **General Repairs and  
Replacement 902 Michigan Ave, Kansas City, MO** in accordance with the scope of work, all in strict  
conformance with the Instructions to Bidders and other Contract Documents (including Addendum Nos  
\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, the receipt of which is hereby acknowledged,), for the lump sum(s) hereinafter  
specified.

**MBE/WBE PARTICIPATION**

Does the bidder have a MBE/WBE policy for awarding to subcontractors? \_\_\_\_\_

The bidder agrees to make every effort to carry out this MBE/WBE policy through award of subcontracts to  
minority/women's business enterprises to the fullest extent consistent with the efficient performance of this  
contract.

If 'Yes', indicate potential MBE/WBE participation level:

MBE Percentage Participation \_\_\_\_\_ %  
WBE Percentage Participation \_\_\_\_\_ %

**All pages of the Bid Form must be:  
Filled out completely, signed and returned.  
Failure to complete and submit all documents request in this IFB may  
remove your bid from consideration.**

**Page 2 of Bid Form  
IFB-19-971**

Lump Sum Bid:

Total: \_\_\_\_\_ Dollars, \$ \_\_\_\_\_

**TIMING**

The undersigned Bidder hereby agrees to commence the work required under his contract within ten (10) days from the date of a Notice to Proceed and agrees to substantially complete the Work or segments of the Work on or before the schedule dates, and to pay as liquidated damages the corresponding amount stipulated in contract documents, for each instance that the Work remains substantially incomplete in accordance with the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any or all bids, to waive minor informalities in any bid, to award the contract in the Documents by mutual agreement with the successful bidder.

The Bidder agrees to deliver to the HAKC the Certification of Insurance, Representations, Certifications and Other Statements, HUD-5369-A and Contractors Occupation Statement.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Authorized Officer/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Page 3 of Bid Form  
IFB-19-971**

NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn, deposes and says:

That he is \_\_\_\_\_. (Partner, Officer of Firm, Corp., etc.)

The party making the foregoing proposal or bid and attests to the following:

1. That affiant employed no person, corporation, firm association or other organization, either directly or indirectly, to secure the public contract under whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
2. That no part of the contract price received by affiant was paid or will be paid to any person, or corporation, firm association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant who services in connection with the construction of the public building or project were in the regular course of their duties for affiant: and
3. 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 an overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of Kansas City, Missouri or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_

(Signature of Bidder)

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_

\_\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

# REFERENCES

## BANKS

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>

## TRADE

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>

## SUBCONTRACTORS

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>



## STATEMENT OF QUALIFICATIONS

All questions must be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheet(s). This document must be notarized by a notary public.

1. Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

2. Name of Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

3. Date Company was Established: \_\_\_\_\_

4. Are you a Sole Proprietorship?: \_\_\_\_\_

Partnership?: \_\_\_\_\_

Joint Venture?: \_\_\_\_\_

Corporation? \_\_\_\_\_

If a corporation, please enclose a copy of corporation papers and corporate seal.

5. How many years have you been engaged in business under your present firm or trade name? \_\_\_\_\_  
\_\_\_\_\_

6. Give the name and address of any other contract firm under which the owners or partners have operated. Include dates:

NAME	ADDRESS	DATE

7. Current similar contracts: (Give name, address, phone number, amount of each contract, and appropriate anticipated date of starting and completion.)

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

8. General scope of work performed by your Company, (i.e., general contracting, specialty in any particular trade).

9. Are you minority owned? \_\_\_\_\_. If so, are you certified as an MBE/WBE with the City or State? \_\_\_\_\_. If yes, please attach a copy of this certification. Resident owned business? \_\_\_\_\_.

10. If so, provide the information below:

NAME	% of OWNERSHIP	RACE	SEX	TITLE

11. Are you in compliance with the Kansas City, Missouri Human Relations Department? \_\_\_\_\_. (Attach a copy of Certificate of Compliance from the City.)
12. City of Kansas City, Missouri occupation License Number: \_\_\_\_\_.  
(Enclose a copy)
13. Registration with Secretary of State of Missouri (Enclose a copy)
14. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, when, where and why?
15. Have you ever defaulted on a contract? \_\_\_\_\_ If so, when, where and why?
16. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include the name, address and phone number of each party.

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

17. List name, address, background and experience of the principal members of your organization, including the officers (if needed, use additional sheets).

NAME	ADDRESS	BACKGROUND EXPERIENCE

18. Has the company ever been party to or involved in any action related to discrimination based upon race, nationality, sex, or religion? \_\_\_\_\_ If so, give full details:

19. Has the company ever caused a lien for material or mechanical work default payment to be placed against owner? \_\_\_\_\_ If so, when, where, why and resolution:

20. Social Security Number: \_\_\_\_\_

21. Federal I.D. Number: \_\_\_\_\_

22. Insurance Company: \_\_\_\_\_

Amount of Insurance: \_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

**Attach a copy of the insurance certificate.**

**At Contract Signing – verification of the HAKC as an Additional Insured is required.**

23. Are you certified by any other agencies? \_\_\_\_\_

Names of Agencies:

24. Please sign the statement below to authorize the release of information to the HAKC for the purpose of verifying your references.

I hereby authorize the release of information to the Housing Authority of Kansas City, Missouri for the purpose of verifying my references.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

# STATEMENT OF RELEASE OF INFORMATION AUTHORIZATION

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Housing Authority of Kansas City, Missouri in verification of the recitals comprising this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI    )  
                                  ) SS  
COUNTY OF JACKSON )

\_\_\_\_\_ being duly sworn, deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ and that the answers to  
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



# JOINT VENTURE QUESTIONNAIRE

The following questionnaire must be fully completed and submitted concurrently with the Contractor's Occupation Statement by all Contractors submitted as a joint venture.

Names of Firms involved in the Joint Venture: \_\_\_\_\_

- 
1. Specify the percent of Minority Business Enterprise/Women Business enterprise (MBE/WBE) ownership in terms of profit and loss sharing.
  2. Describe the Capital Contributions by each Joint Venturer.
  3. Describe the financial controls of the Joint Venture: Who will keep the books, how will expenses to be reimbursed what is the authority of each Joint Venturer to commit to obligate the others?
  4. Explain the relationship of ownership, options for ownership or loans between the Joint Venturers.
  5. How and by whom will the on-site work be supervised?
  6. Who will be responsible for material purchases and how will the purchases be financed?
  7. Who will provide the equipment, the estimated cost thereof and how will the equipment be financed?
  8. How and from whom will bonding be acquired; insurance; name of company(s) providing bonding and insurance.
  9. Describe the experience and business qualifications of each Joint Venturer.
  10. Submit copies of any Joint Venture Agreement.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

# Instructions to Bidders for Contracts Public and Indian Housing Programs

Previous edition is obsolete

form HUD-5369 (10/2002)

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

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The

only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

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

### **3. Amendments to Invitations for Bids**

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

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

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

### **4. Responsibility of Prospective Contractor**

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

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

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

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

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

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

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

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

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

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

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

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post

Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

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

## **6. Bid Opening**

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

## **7. Service of Protest**

(a) Definitions. As used in this provision:

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

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

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

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

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

## **8. Contract Award**

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **U.S. Department of Housing and Urban Development**

Office of Public and Indian Housing

Previous edition is obsolete form HUD-5369-A (11/92)

## **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.

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## 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. "Womenowned 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

(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 sub-contractors, 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.

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Previous edition is obsolete form **HUD-5369-A** (11/92)

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)

**g. HAKC CONTRACT FOR CONSTRUCTION SERVICES**

Sample Contract – available on HAKC website -  
<http://www.hakc.org/procurement.aspx>

# Section 3 Brochure

## What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

## Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low and very-low income persons, particularly those who are recipients of government assistance for housing.

## Who are Section 3 residents?

Section 3 residents are:

- Public Housing residents
- Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

## Determining Income Levels

- Low income is defined as 80% or below the median income of that area
- Very-low income is defined as 50% or below the median income of that area
- Median incomes can be found using the **American Fact Finder** at [www.factfinder.census.gov/home/saff/main.html](http://www.factfinder.census.gov/home/saff/main.html)

## What is a Section 3 business & what types of economic opportunities are available under Section 3?

A business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or

- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern

Type of Opportunities: Job training, Employment, Contracts

Examples include:

<i>Administrative/ Management</i>	<i>Services</i>	<i>Construction</i>
accounting	appliance repair	architecture
operate payroll	florists	machine bricklaying
painting		
research	marketing	carpentry
plastering	carpet installation	cement/masonry
bookkeeping	janitorial	demolition
plumbing purchasing		
surveying		
word processing	photography	drywall
setting		tile
	catering	electrical
	landscaping	elevator construction
	printing	engineering
	computer/information	fencing
	manufacturing	heating
	transportation	iron works

### **Who will award the economic opportunities?**

Recipients of HUD financial assistance and their contractors and subcontractors are required to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

### **Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

Businesses that meet the definition of a **Section 3 business owner**

### **How can businesses find Section 3 residents to work for them?**

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

### **Are recipients, contractors and subcontractors required to provide long-term employment**



### **opportunities, and not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very-low income person, including seasonal and temporary employment, as well as long-term jobs.

Employment goals are based on “new hires”, which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

### **How can businesses and low income persons find out more about Section 3?**

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Field Office or the HUD Community Builder.

### **What if it appears an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents, businesses, or a representative for either may file complaints if they believe a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. A complaint that cannot be resolved voluntarily may result in an administrative hearing.

### **Will HUD require compliance?**

Yes. HUD receives annual reports from recipients, monitors the performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

### **How can businesses or residents pursue an alleged violation of Section 3?**

You can file a written complaint with the **local HUD Field Office** or mail it to:

The Assistant Secretary for Fair Housing and Equal Opportunity  
ATTN: Office of Economic Opportunity  
U.S. Department of Housing and Urban Development  
451 Seventh Street, S.W.,  
Room 5100  
Washington, D.C. 20410-2000

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

## Section 3 Office:

The Section 3 Division is located in the Historic Lincoln Building, in the 18th and Vine District, 1601 E. 18th St., Suite 200, Kansas City, MO 64108. The **Section 3 Office** serves to regulate the City's federal requirements related to the **Section 3 HUD Act of 1968**, as amended. That acts intends to foster local and neighborhood economic development and to increase individual self-sufficiency. The Section 3 Office certifies businesses and individuals as Section 3 Business Enterprises or Section 3 Workers.

The City of Kansas City Missouri is responsible for administering more than \$9 million in Section 3 covered Community Development Block Grant (CDBG) funding. In 2006, Kansas City was the subject of a Section 3 Compliance Review, which resulted in a number of findings of noncompliance. Accordingly, Kansas City made Section 3 compliance a priority by creating an Office of Section 3 Administration with its own Section 3 Coordinator.

This office works closely with the city's Contract Compliance Division, Office of Community Development, and potential Section 3 residents/contractors. As a result, the city has developed innovative strategies for complying with the requirements of Section 3 and has exceeded the goals for contracting and employment opportunities found at 24 CFR § 135.30.

For more information please contact:

Section 3 Office  
Phone: 816-513-6817  
Fax: 816-513-6820

or

Diana Adorno-Boody  
([dboody@hac.org](mailto:dboody@hac.org)) 816-777-2904

Sec. 134.38 Section 3 clause.

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agree 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.

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

#### **I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents**

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "step-up" employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit

in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 134.34) reside.

- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
  - (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
  - (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
  - (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
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- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
  - (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
  - (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
  - (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
  - (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers or general circulation, and radio advertising.
  - (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
  - (15) For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian Housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)

- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

## II.

### III. Examples of Efforts To Award Contracts to Section 3 Business Concerns

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- (5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.  
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- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible Section 3 business concerns.
- (16) For Has, participating in the "Contracting with Resident-Owned Business" program provided under 24 CFR part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
- (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with Section 3 business concerns.
- (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

#### **IV. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns**

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the Section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

- (1) **Small Purchase Procedures.** For Section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.
  - (i) **Solicitation.** (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:
    - the Section 3 covered contract to be awarded with sufficient specificity;
    - the time within which quotations must be submitted; and
    - the information that must be submitted with each quotation.
  - (B) If the method described in paragraph (i) (A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when is has been unable to obtain at least three quotations.
  - (ii) **Award.** (A) Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. (B) Where the Section 3 covered contract is to be awarded based on factors other than price, a

request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) Procurement by sealed bids (Invitation for Bids). Preference in the award of Section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

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(i) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid --

(A) Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) Is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

---

	X = lesser of:
When the lowest responsive bid is less than \$100,000 \$9,000	10% of that bid or
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000 \$16,000	9% of that bid, or
At least \$200,000, but less than \$300,000 \$21,000	8% of that bid, or
At least \$300,000, but less than \$400,000 \$24,000	7% of that bid, or
At least \$400,000, but less than \$500,000 \$25,000	6% of that bid, or
At least \$500,000, but less than \$1 million \$40,000	5% of that bid, or
At least \$1 million, but less than \$2 million \$60,000	4% of that bid, or
At least \$2 million, but less than \$4 million \$80,000	3% of that bid, or
At least \$4 million, but less than \$7 million \$105,000	2% of that bid, or
\$7 million or more -----	1 ½ % of the lowest responsive bid, with no

- (ii) If no responsive bid by a Section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
- (3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)). (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance ) to be used to rate proposals.
- (ii) One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.
  - (iii) The component of this evaluation factor designed to address the preference for Section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.
  - (iv) With respect to the second component (the acceptability of the Section 3 strategy), the FRP shall require the disclosure of the contractor's Section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.