



REQUEST FOR PROPOSAL

Flooring Installation Services for the Housing Authority of the County of DeKalb RFP #21-087



Issued OCTOBER 21, 2021



**Request for Proposal RFP #21-087
For Flooring Installation Services for the
Housing Authority of the County of DeKalb**

The Housing Authority of the County of DeKalb, a recipient of federal assistance through the U.S. Department of Housing and Urban Development (HUD), hereby gives public notice of its intent to utilize a competitive negotiation process, in accordance with 24 CFR 85.36, for the procurement of a Flooring Installation Contractor Services Contract to remove and install flooring.

Qualified contractors are invited to submit a proposal for a flooring installation services contract to the HACD no later than Wednesday, November 24, 2021, at 2:00 p.m. Proposals will be evaluated, and the licensed contractor whose proposal is most advantageous to the HACD will be selected, subject to negotiation of fair and reasonable compensation.

Complete details of this Request for Proposal may be obtained by contacting Housing Authority of the County of DeKalb by email to rbourdages@dekcohousing.com or go to our website at www.dekcohousing.com click on the Procurement Tab. If you would like to visit the properties prior to submitting a bid, please call Randy Bourdages at 815-758-2692, extension 122.

The HACD is an equal opportunity agency. The HACD solicits and encourages Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation in all of its contracts.

Proposals should be submitted to Housing Authority of the County of DeKalb, Attention Randy Bourdages, 310 N 6th Street DeKalb Illinois 60115, no later than Wednesday, November 24, 2021. Proposals must be clearly marked "Flooring Installation Contractor Services Proposal".

Randy Bourdages
Capital Funds, Contracting & Procurement Manager

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Article 1: Statement of Work

1. Background

The Housing Authority of the County of DeKalb (HACD), with its administrative office located at 310 N 6th Street DeKalb Illinois 60115, requires a flooring replacement contract at all HACD locations throughout DeKalb County. HACD seeks to solicit a qualified contractor to perform flooring replacement on units in a rehab state. HACD intends to select a contractor to enter into contract pursuant to this solicitation.

2. Scope/Objective

The contractor shall provide all labor, materials and equipment and perform all operations necessary to perform the flooring replacement at various locations owned and managed by the Housing Authority of the County of DeKalb. HACD requires the Contractor to respond timely to a call to renovate units and perform the following but not limited to: removing and replacing carpet, removing tile and installing tile, removing plank and installing plank flooring and install cove base. . Workmanship is to be of the highest quality standards to the satisfaction of HACD. Damage caused by the contractor will be the financial responsibility of the contractor.

Surfaces to receive planks shall be thoroughly cured and dry, broom clean and free of dirt, grease and oil. Fill all cracks, holes and voids in underlayment and thoroughly clean surfaces. Prime concrete and gypsum cementitious underlayment according to the adhesive manufacturer' s recommendations.

Contractor shall install new flooring over existing concrete floor (where it exists). Installation shall include if necessary the application of a concrete embossed leveler over the existing concrete to fill any deviations and prevent "telegraphing" of imperfections.

All carpet shall lay smooth and straight with limited number of seams. All plank flooring shall be tight with no gaps and cleaned and ready for move in.

After completion of work, all new and existing components shall be inspected, adjusted, put into working order and left clean, free of dirt, etc. Contractor shall also protect installed product's finished surfaces from damage.

3. Experience

- A. The Contractor shall have experience with the various trades to remove and install flooring as requested.
- B. Bidders are required to submit three (3) references for similar projects or work. References should include the name of the contact person, business phone number, and general description of the project or work that was performed.
- C Contractor must demonstrate three (3) years of carpet installation. HACD reserves the right to verify experience and NC License requirements.

Article II. Types of Work

1. Flooring Replacement

As needed, vendor shall remove flooring as directed by HACD and replace with new flooring as specified by HACD.

Upon notification, vendor will meet with HACD staff for a unit investigation before beginning work. The selected vendor shall make themselves familiar with the different types of residences. A Work Order number will be issued for each job and included on each invoice. Units must turn within 15 days so manager will reach out in advance to schedule an installation. Those units that are being abated will have additional time added for completion.

Contractor's employees (including subcontractors) shall conduct themselves in a professional manner at all times. No drink bottles, wrappers, lunches, or other debris will be allowed to be left inside or outside of the units. Parking will only be permitted in the streets or driveways or specified by management.

All activity will be conducted in a safe manner. Tools, materials, and other equipment will be kept only in the work areas and will not interfere with residents' use of the facilities. All waste must be disposed of by the contractor off HACD property.

Contractors will plan a schedule of work to be approved by the designated Property Manager for the development. Any condition which may prevent a contractor from performing the work outlined and agreed upon will be reported immediately to the Contracting Officer for the development.

All work is to be performed in accordance with all applicable local, State, and Federal standards and any applicable manufacturer's specifications.

Article III. General Provisions

1. Materials Used

HACD has provided a list of flooring material by manufacturers, styles, and colors and the contractors shall provide a quote based on those materials. Also, a price for tear out for each bedroom size as well.

Adhesive shall be a waterproof adhesive as recommended by the manufacturer for the specific flooring style. edge strips. All adhesive material **must** be free from asbestos material.

2. Floors

- Waste Disposal: Asbestos waste scrap, debris, bags, containers, equipment and contaminated clothing consigned for disposal shall be collected and disposed of in sealed, impermeable containers.

- HACD has been conducting Asbestos Abatement on all floors since 2012. All units have or will be abated prior to any new flooring is put in place. HACD tries to allow floors time to cure prior to any new floor product being install to ensure the adhesive will adhere to the concrete slab.
- Sanding of flooring material is prohibited.
- Floors shall be dusted or swept dry, or vacuumed without using HEPA filter.

3. Workmanship

All workmanship shall be of the highest standards with material installed properly and in a professional workmanship-like manner. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of all labor and materials (notwithstanding additional manufacturer warranties).

4. Damage to Units:

The contractor will be liable for damages caused to units, furnishings, and personal property of residents when work is being conducted in units.

5. Contract Period:

The initial term of this contract will be for one year with option for four (4) additional option years from the start of the contract. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the HACD. Change orders must be approved by the designated, Property Manager or Contracting Officer.

6. Change Orders

From time to time it may be necessary to makes changes to the initial or subsequently agreed upon scope of work for a unit. All such changes shall be accomplished via a written change order outlining the additional directions, work to be performed, time for completion, and additional cost.

7. Termination

The agreement may be terminated by HACD when it is deemed that termination is in the best interest of the agency. Any such termination shall be affected by delivery of a Notice of Termination and the date upon with the termination becomes effective. The contractor may make a claim for the cost of work performed up to the date of the termination. Any disputes with regard to termination are subject to the disputes provisions of the agreement. Either party may terminate the agreement without cause at any time.

8. Disputes

Disputes pursuant to the agreement may either be in regards to the quality of work or performance and those related to the contract terms.

A. Quality of work/performance disputes:

1. If a Contractor disagrees with a finding that work performed is inadequate or otherwise unacceptable, a written claim will be submitted to the Housing Manager.
2. The Property Manager will have 30 days to render a decision.
3. If a Contractor disagrees with the Property Manager's decision, one appeal may be filed within 10 days to the Director of Operation.
4. Said Director of Operation will have 30 days to render a decision. All such decisions shall be final.

B. Contract related disputes:

1. If a Contractor disagrees with the application, interpretation, or execution of any terms of the contract, they shall submit a claim to the HACD' Contracting Officer, in this case, the Executive Director. The Contracting Officer will render a decision and notify the contractor within 30 days of receipt. Such decisions will be final.

9. Labor Wage Compliance

All Contractors are required to provide fair wages to their laborers and follow the State of Illinois labor laws. Davis Bacon Wage Decision **does not apply.**

10. Insurance

The contractor shall obtain and keep in force the minimum insurance depicted below.

Prior to execution of any contract, the Contractor Shall furnish proof that such insurance is in effect.

All insurance maintained by the Contractor must include a requirement that the insurer will provide HACD with at least ten days written notice of any material change in or cancellation of such insurance. The Housing Authority of the County of DeKalb must be added as an additional insured on the Certificate of Insurance provided to HACD. Under the Description of Operation must state All Properties owned and managed by the Housing Authority of the County of DeKalb.

All insurance shall remain in effect for the duration of this contract. All insurance and bonds shall be secured from companies licensed to do business in the State of North Carolina and shall be countersigned by a licensed resident agent.

Required insurance coverages include:

1. Worker's Compensation — as required by the laws of North Carolina covering all Contractor employees engaged in any work hereunder. Coverage must be in an amount at least equal to \$10,000 per employee per accident.
2. Commercial Liability Insurance — in the amount of \$100,000 for liability for bodily injury or death of any one person in any one accident; for property damage in the amount of \$10,000 for any one accident and \$10,000 in the aggregate. It is understood that any work described in this agreement that is undertaken by a subcontractor for the contractor will be required to carry the same insurance as listed above. HACD will require proper certificates be furnished evidencing that such insurance is in effect for at least the same terms as the Contractor.

The Contractor shall notify the Housing Authority of the County of DeKalb promptly of all injuries and damages to person(s) or property in any way arising out of performance of work under this contract. No settlement of payment for any claim to which the HACD may be charged with the obligation to payment or reimbursement Shall be made by the contractor without the written approval of the HACD.

11. Liability

The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on HACD premises. The contractor or his insurer Shall reimburse the HACD for any such damage or loss within 30 days after a claim is submitted.

Article IV. Contract Price

HACD will pay the Contractor from current funds upon successful completion and acceptance of work per unit and submission of an individually numbered invoice, including the Work Order number issued by HACD. Payment terms are normally net 30 from receipt of the invoice.

Article V. Contract Documents

The Contract Shall consist of the following component parts:

1. Instructions to Offerors — Non-Construction HUD-5369 B (8/93)
2. Certifications and Representations of Offerors - Non-Construction Contract (HUD-5369-C)(8/93)
3. Request for Proposals (this document)
4. Scope of Work (included in this document)
5. Hold Harmless Agreement
6. Non-Collusive Affidavit
7. Certificate of Non-Segregated Facilities
8. Certificate of Insurance
9. Bid Proposal Sheet

This document, together with the other documents enumerated in Article V above, which . said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract.

Exhibit A

MATERIAL LISTING FOR ALL PROPERTIES RFP #21-087
CONTRACTORS FOR HACD FLOORING REPLACEMENT

Exhibit B

PROPOSAL BID SHEET RFP # 21-087
CONTRACTORS FOR HACD FLOORING REPLACEMENT

PROPERTY MATERIAL LIST & SQUARE FOOTAGE

Exhibit A

Development	Address	Bedrms	Estimate Sq. Ft	Manufacturer	Flooring Style	Color	Cove Base
Briarwood Apts	3365 Resource Parkway DeKalb IL 60115	1	730	Aladdin	Entrenched	Batik	Roppe Pewter
Briarwood Apts	3365 Resource Parkway DeKalb IL 60115	2	857	Aladdin	Entrenched	Batik	Roppe Pewter
Briarwood Apts	3365 Resource Parkway DeKalb IL 60115	3	984	Aladdin	Entrenched	Batik	Roppe Pewter
Civic Apartments	350 Grant Street Sycamore IL 60178	1	311	Metroflor	American Plank	Gunstock Oak	Roppe Toffee
Dresser Court	965 Dresser Road DeKalb IL 60115	1	416	Aladdin	Entrenched	Batik	Roppe Pewter
Garden Estates	207 Garden Street DeKalb IL 60115	Whole Unit	960	Aladdin	Entrenched	Batik	Roppe Pewter
Garden Estates	506 Leonard Street DeKalb IL 60115	Whole Unit	960	Aladdin	Entrenched	Batik	Roppe Pewter
Garden Estates	234 Garden Street DeKalb IL 60115	Main Fl Bath	294	Aladdin	Entrenched	Batik	Roppe Pewter
Garden Estates	234 Garden Street DeKalb IL 60115	2	279	Aladdin	Rule Breaker 26	Nickel	Roppe Pewter
Garden Estates	234 Garden Street DeKalb IL 60115	3	770	Aladdin	Rule Breaker 26	Nickel	Roppe Pewter
Garden Estates	427 Haish Blvd DeKalb	Main Fl Bath	294	Aladdin	Entrenched	Batik	Roppe Pewter
Garden Estates	427 Haish Blvd DeKalb IL 60115	2	279	Aladdin	Rule Breaker 26	Nickel	Roppe Pewter
Garden Estates	427 Haish Blvd DeKalb IL 60115	3	770	Aladdin	Rule Breaker 26	Nickel	Roppe Pewter
Gurler Apartments	307-313 Gurler Street DeKalb IL 60115	2	604	Aladdin	Entrenched	Batik	Roppe Pewter
Lewis Court	720-802 14 th & 1428 Lewis Street DeKalb	Whole Unit 2 bd	784	Aladdin	Entrenched	Batik	Roppe Pewter
Lewis Court	720-802 14 th & 1428 Lewis Street DeKalb	Whole Unit 3 bd	982	Aladdin	Entrenched	Batik	Roppe Pewter
Mason Court	275 N Cross Street Sycamore IL 60178	Whole Unit 2 bd	559	Aladdin	Entrenched	Batik	Roppe Pewter
Mason Court	275 N Cross Street Sycamore IL 60178	Whole Unit 3 bd	976	Aladdin	Entrenched	Batik	Roppe Pewter
Sequoia Apts	15 Sequoia Street Shabbona IL	Whole Unit 1 bd	668	Metroflor	American Plank	Gunstock Oak	Roppe Toffee
Sequoia Apts	15 Sequoia Street Shabbona IL	Whole Unit 2 bd	798	Metroflor	American Plank	Gunstock Oak	Roppe Toffee
Sunset View	160-180 Garfield 251 W McKinley Hinckley	Kitchen Bath	43	Metroflor	American Plank	Gunstock Oak Grante	Roppe Toffee
Sunset View	160-180 Garfield 251 W McKinley Hinckley	Liv Rm Bedrm 1	414	Shaw	Parade of Champions 2	Gunstock Oak Grante	Roppe Toffee
Sunset View	160-180 Garfield 251 W McKinley Hinckley	Liv Rm Bedrm 2	440	Shaw	Parade of Champions 2	Gunstock Oak Grante	Roppe Toffee
Taylor Street Plaza	507 E Taylor Street DeKalb IL 60115	Liv Rm Bedrm	244	Aladdin	Rule Breaker 26	Nickel	Roppe Pewter
Taylor Street Plaza	507 E Taylor Street DeKalb IL 60115	Kitchen Bath	65	Aladdin	Entrenched	Batik	Roppe Pewter

BID PROPOSAL SHEET

Exhibit B

Development	Address	Bedroom(s)	Estimate Sq. Ft **	Proposal Price Materials & Labor
Briarwood Apartments	3365 Resource Parkway DeKalb IL 60115	1	730	
Briarwood Apartments	3365 Resource Parkway DeKalb IL 60115	2	857	
Briarwood Apartments	3365 Resource Parkway DeKalb IL 60115	3	984	
Civic Apartments	350 Grant Street Sycamore IL 60178	1	311	
Dresser Court	965 Dresser Road DeKalb IL 60115	1	416	
Garden Estates	207 Garden Street DeKalb IL 60115	Whole Unit	960	
Garden Estates	506 Leonard Street DeKalb IL 60115	Whole Unit	960	
Garden Estates	234 Garden Street DeKalb IL 60115	Main Fl Bath	294	
Garden Estates	234 Garden Street DeKalb IL 60115	2	279	
Garden Estates	234 Garden Street DeKalb IL 60115	3	770	
Garden Estates	427 Haish Blvd DeKalb	Main Fl Bath	294	
Garden Estates	427 Haish Blvd DeKalb IL 60115	2	279	
Garden Estates	427 Haish Blvd DeKalb IL 60115	3	770	
Gurler Apartments	307-313 Gurler Street DeKalb IL 60115	2	604	
Lewis Court	720-802 14 th & 1428 Lewis Street DeKalb	Whole Unit 2 bd	784	
Lewis Court	720-802 14 th & 1428 Lewis Street DeKalb	Whole Unit 3 bd	982	
Mason Court	275 N Cross Street Sycamore IL 60178	Whole Unit 2 bd	559	
Mason Court	275 N Cross Street Sycamore IL 60178	Whole Unit 3 bd	976	
Sequoia Apartments	15 Sequoia Street Shabbona IL	Whole Unit 1 bd	668	
Sequoia Apartments	15 Sequoia Street Shabbona IL	Whole Unit 2 bd	798	
Sunset View	160-180 Garfield 251 W McKinley Hinckley	Kitchen Bath	43	
Sunset View	160-180 Garfield 251 W McKinley Hinckley	Liv Rm Bedrm 1	414	
Sunset View	160-180 Garfield 251 W McKinley Hinckley	Liv Rm Bedrm 2	440	
Taylor Street Plaza	507 E Taylor Street DeKalb IL 60115	Liv Rm Bedrm	244	
Taylor Street Plaza	507 E Taylor Street DeKalb IL 60115	Kitchen Bath	65	
Tear Out Flooring	All Properties	1 Bedroom Units	Varies	
Tear Out Flooring	All Properties	2 Bedroom Units	Varies	
Tear Out Flooring	All Properties	3 Bedroom Units	Varies	

**Pricing is based on estimate square footage. Awarded contractor will measure all units prior to ordering materials and price may need to be adjusted once official square footage is confirmed.

BID PROPOSAL SHEET

BID FOR: Flooring Installation Services for all Properties owned or managed by the Housing Authority of the County of DeKalb.

TO: Housing Authority of the County of DeKalb
310 N 6th Street
DeKalb IL 60115

Sir/Madam:

1. The undersigned, having familiarized _____ with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid Form, the Non-collusive Affidavit, the General Conditions, the Special Conditions, and the General Scope of Work), and acknowledging receipt of Addenda No. _____ through _____, (if any thereto), as prepared by Housing Authority of the County of DeKalb hereby proposes to:

1. Furnish all insurance required by the Bidding Documents.
2. Accomplish the work in accordance with the Contract.
3. Complete all work, as shown and specified herein with in the time frame indicated with in the bid documents from the date of the Notice to Proceed.

Bid Proposal Sheet:

Include all work called for, and/or specified, and described within Contract Documents

1. Include pricing on the **Bid Proposal Sheet** attached to this RFP.

In submitting this bid, it is understood that the right is reserved by Housing Authority of the County of DeKalb to reject any and all bids. If written notice of the acceptance of this bid is mailed, faxed or delivered to the undersigned within 90 calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required documents within ten (10) days after the contract is presented for signature.

Attached hereto is an **Affidavit in Proof that the Undersigned** has not entered into any collusion with any person in respect to this proposal or any other proposal or submitting of proposals for Page 2 of 2 the contract for which this proposal is submitted.

The bidder represents that it () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246, or the Secretary of Labor; that they () have, () have not, filed all required compliance reports; and those representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with the contracts or sub-contracts which are exempt from the clause.)

Certification of Nonsegregated Facilities. By signing this bid, the bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The bidder agrees that breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which 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. They further agree that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that they will retain such certifications in their files; and that they will forward a notice to their proposed subcontractors as provided in the instructions to bidders.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____ 20__

Name of Bidding Entity

Official Address (Print)

BY: _____

Title: _____

Telephone #: _____

Email Address _____

HOLD HARMLESS AGREEMENT

All contracts for outside services require that the contractor hold the OWNER (Housing Authority of the County of Dekalb) harmless of any liability.

The following hold harmless clause is hereby entered into between the OWNER (Housing Authority of the County of Dekalb) and

_____ (Contractor).

"In consideration of your permitting us, our servants, or agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the Owner and its agents and employees from and against all claims for personal injury or property damage, including attorney's fees that may be incurred by the Owner in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Owner vendor, or anyone directly or indirectly employed by the Owner vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Owner vender, under Workers Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Date _____

Owner (Housing Authority of the County of Dekalb)

Date _____

Contractor

NON-COLLUSIVE AFFIDAVIT

State of: Illinois
County of: DeKalb

_____ being first duly sworn, deposes and says:
That he/she is _____ of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication of conference, with any person to fix the bid price any other bidder, or to fix any overhead, profit or cost element of bid price, or that of any other bidder, or to secure any advantage against Housing Authority of the County of DeKalb or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

Bidder, if bidder is an individual

Partner, if bidder is a partnership

Officer, if bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary signature and stamp

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ (Company)
Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(Name of Company)

By: _____

Date: _____

Title: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]