

REQUEST FOR PROPOSAL

Roof Replacement

HOUSING AUTHORITY OF THE
CITY OF COLLEGE
PARK



9014 RHODE ISLAND AVE.
COLLEGE PARK MD, 20740

Issued: August 31, 2026

RFP 2026-02

Deadline Oct 01, 2026 3:30PM EST

Comment Deadline: September 09, 2026

4:00 PM EST

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INTRODUCTION

INVITATION TO BID

The Housing Authority of the City of College Park ("HACCP") request written proposals from licensed and qualified contractors with offices in the State of Maryland area to Replace and Install a new roof system at Attick Towers (9014 Rhode Island Ave.). HACCP will not reimburse for any expenses incurred in connection with this Request for Proposals ("RFP") including, but not limited to, the cost of site visit attendance, preparing the initial response and any additional information requested or travel expenses relating to any oral presentation. Please be advised that responses will be considered property of HACCP, are matters of public record, and may be disclosed by HACCP after the awarding of a contract.

The HACCP enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. The HACCP maintains contractual arrangements with the United States Department of Housing and Urban Development (HUD) to manage and operate its low-income public housing program. The HACCP operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

The HACCP will make every effort to administer the proposal process in accordance with the terms and dates outlined in this Request for Proposals (RFP). However, the HACCP reserves the right to modify the timeline or any other aspect of the process at any time and as deemed necessary by HACCP staff. By requesting proposals, the HACCP is in no way obligated to award a contract or pay the expenses in connection with the preparation of submission of a proposal. The awarding of a contract shall be contingent on the availability of funds and the requisite staff and HACCP Board approval.

Interested parties should go to the Housing Authority website at haccpmd.agency, to obtain a copy of the Request for Proposal.

Deadline for submission of proposals is Oct 01, 2026 3:30PM EST

I. NOTICE OF PROPOSAL REQUEST

NOTICE IS GIVEN that the Housing Authority of the City of College Park (HACCP), a Joint Powers Authority, is requesting proposals from qualified firms (hereafter referred to as “Proposer/s”) to provide services for the installation of a Roof Replacement project. All proposals shall be submitted in response to the conditions of this “REQUEST FOR PROPOSALS” (hereinafter referred to as RFP),” dated August 31, 2026, said RFP being on file in the offices of HACCP located at 9014 Rhode Island Ave. College Park, MD 20740.

Proposals must be submitted and appropriately labeled as described in the Section entitled Schedule and Submittal Instructions. Proposals must be received at the offices of HACCP, on or before Oct 01, 2026, 3:30 p.m. Eastern Standard Time (EST) Proposals received after Oct 01, 2026 3:30 p.m. EST may be returned unopened.

A. OBTAINING DOCUMENTS

The RFP documentation may be obtained electronically online at: haccpmd.agency, left side bottom of the home page.

B. VALIDITY OF PROPOSALS

Proposals and subsequent offers shall be valid for a period of not less than one hundred twenty (120) days after proposal deadline.

C. NON-MANDATORY PRE-PROPOSAL CONFERENCE/WALKTHROUGH

A MANDATORY SITE VISIT WILL BE HELD ON Sept. 04, 2026 10:00 A.M. at Attick Towers 9014 Rhode Island Ave. College Park, Md 20740 Please email Michael Jackson, Contract Manager at mjackson@haccp.agency no later than Sept. 03, 2026, to indicate that you will be attending.

Only questions and answers issued in writing and/or posted on the HACCP website by HACCP will be binding on HACCP. Oral and other interpretations or clarifications, including those provided at the pre-proposal conference/walkthrough (if one is scheduled) will be without legal effect.

It is the responsibility of the Proposer to review all information provided in the RFP documents, including all appendices, attachments, and addenda. It is HACCP’s expectation that all scope of work elements identified in this RFP will be addressed.

D. PROPOSAL INQUIRIES AND CONTACTS

Inquiries may be submitted via email, personal delivery, by mail (return receipt requested). Proposal inquiries submitted by personal delivery shall be deemed received at the date and time of delivery. HACCP is under no obligation to consider any proposal inquiries that are not submitted as provided herein.

More information, and all communications regarding this Request for Proposal, including those seeking clarification of the RFP documents, must be submitted via email and directed to:

Michael Jackson
Contract Manager
9014 Rhode Island Ave.
College Park, MD 20740
mjackson@haccp.agency
(443) 995-1092

All emails sent to HACCP and/or the Chief Executive Officer are the sole responsibility of the PROPOSER to confirm receipt and must include the solicitation number in the subject line.

E. EQUAL EMPLOYMENT OPPORTUNITY AND DBE/SBE/M/WBE REQUIREMENTS

It is the policy of HACCP to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of HACCP contracts.

Although there is no specific goal or requirement to include Disadvantaged Business Enterprises (DBE) and Minority/ Women Business Enterprise (M/WBE) for this project, HACCP highly encourages the participation of Disadvantaged Business Enterprises (DBE) and Minority/ Women Business Enterprise. HACCP encourages all prime Contractors to utilize qualified Small Business Enterprise (SBE) sub-Contractors on HACCP projects and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available, and the price of the goods or services sought is reasonable.

SECTION 1. GENERAL INFORMATION AND CONDITIONS

1.1 INTRODUCTION

HACCP is issuing this Request for Proposals (RFP) to select a firm using Best Value Procurement Guidelines for a building ROOF REPLACEMENT project. The goal of this solicitation is to enter into a Contract with the firm that will be able to best meet HACCP's requirements and deliver the project successfully.

HACCP has prepared a Scope of Services (see Section 7) and a Sample Contract (see Appendix B) that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual requirements. Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the attached Sample Contract. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to, information relating to the contractor's capability, experience, financial resources, management structure and key personnel, and other information as specified in Section Four (4) or as required elsewhere in this RFP. Housing Authority of the City of College Park is referred to as "HACCP". Proposers are referred to as the "PROPOSER" or "Bidder" or "Contractor" or "CONTRACTOR".

1.2 ORGANIZATION OF THE RFP

The RFP is organized into seven (7) sections and Appendices.

Section 1 consists of information regarding the introduction and purpose, RFP organization, HACCPs' rights, PROPOSER responsibilities, contact restrictions, consequence of proposal submission, and cost of submitting proposals.

Section 2 contains background information, including relevant project and other related information.

Section 3 identifies the procurement schedule and proposal submittal instructions.

Section 4 provides instructions on the required content of the proposals.

Section 5 describes the evaluation and selection process and criteria.

Section 6 identifies the protest procedures.

Section 7 describes the scope of services HACCPs is requesting to be performed. The appendices contain additional information required for proposal preparation including the Required Forms, and the Sample Contract.

1.3 HACCP' RIGHTS

HACCPs' rights include, but are not limited to, the following:

- ☐ Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- ☐ Withdrawing, reissuing or modifying the RFP.
- ☐ Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- ☐ Executing a Contract with a PROPOSER on the basis of the original written proposal (without conducting interviews) and/or any other information submitted by the PROPOSER during the procurement process.
- ☐ Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of HACCPs'.
- ☐ Proposals shall be evaluated on a "Best Value" basis, as follows:

A determination that follows from a procurement process in which a competitive proposal is evaluated for price and qualitative factors such as quality and performance, as judged against the solicitation's evaluation criteria, and award selection is based upon the proposal that offers the most advantageous value to HACCP.

☐ HACCPs' may, but is not bound to, commence negotiations with selected PROPOSERS deemed by HACCPs' to be within the "competitive range". The "competitive range" will consist of those proposals which have a reasonable chance, following committee evaluation of proposals in accordance with the published RFP evaluation criteria, of being selected for award. The competitive range may be selected and refined by the selection committee at any time following initial review of the written proposals.

☐ HACCPs' reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual Proposers' and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the notice of intent to award is issued with the exception of open public meetings.

1.4 PROPOSERS' RESPONSIBILITIES

It is the responsibility of each PROPOSER to:

- ☐ Examine this RFP, including all appendices and the attached Sample Contract, thoroughly. The PROPOSER's failure or neglect to receive and/or examine any of the contract documents contained in this RFP shall in no way relieve them of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any of the contract documents.
- ☐ Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- ☐ Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.
- ☐ Clarify, with HACCPs, any conflicts, errors, or discrepancies in this RFP prior to the Proposer Questions/Clarifications submission deadline as provided in the RFP Schedule.
- ☐ Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- ☐ Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- ☐ Each PROPOSER shall use mail, fax email or other delivery method or mechanism at its own risk, and HACCP shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.
- ☐ PROPOSERS must submit its proposal for the entire scope of services.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has reviewed all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Contract and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Contract; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and HACCP. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- ☐ HACCP shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- ☐ Acceptance of a proposal by HACCP obligates the PROPOSER to enter into a Contract with HACCP for the performance of the services chosen by HACCP at its sole discretion.
- ☐ The Contract shall not be binding or valid against HACCP unless and until it is executed by HACCP and the selected PROPOSER, and any required bonding, insurance, or other surety guarantee has been accepted by HACCP.
- ☐ The proposals received shall become the exclusive property of HACCP. At such time as a Notice of Intent to Award is issued, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public record, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code section 6254.7 and which are so marked as "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY". Every page of the proposal containing such information shall be clearly marked as such on the top of each page containing information corresponding to the designation. However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. HACCP shall not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of HACCP or its officers, agents or employees.

1.6 COST OF SUBMITTING PROPOSALS

- ☐ The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to HACCP. HACCP will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with HACCP.

1.7 MARYLAND PREVAILING WAGE

Prior to submitting a proposal, the Contractor and subcontractors must follow all Maryland prevailing wage laws pursuant Maryland code §17-201.

If awarded a contract, the successful Proposer and its subcontractors of any tier shall maintain active registration with the Department of Labor Prevailing Wage - Division of Labor and Industry.

The successful Proposer and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

SECTION 2. BACKGROUND

This section includes background information relevant to the scope of services. Please note that the descriptions provided are for informational purposes only. HACCP does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

The existing property located at located in College Park, MD is an eight-story high-rise with 108 units originally constructed in 1971. The units consist of fifty-eight (58) efficiency units with 384 square feet, and fifty (50) one-bedroom units measuring 404 square feet.

In addition, the property serves as the headquarters of the Housing Authority for the City of College Park. The reception area and administrative offices comprise approximately 1200 sq.ft of the building's first floor.

The building was constructed using minimalistic design features within industry standards in force at the time of construction, and contains small living areas and bathrooms, compared to modern standards. The building underwent a major renovation in 1994. Replacement of several systems occurred at that time some components however, are original to the date of construction.

2.2 PROJECT DESCRIPTION

HACCP is soliciting proposals to select a qualified vendor to provide Design, Engineering and Construction for installation of a 50 mil white PVC roofing membrane, Vendor to detail all project aspects from pre-installation reviews to final inspections and warranty information, Project closeout involves a final inspection to ensure proper seam welding and complete details, site cleanup, and providing material and labor warranties

Codes and Standards (per latest applicable NFPA codes):

Solar Integration Notice: Following the completion of the new roofing system, a separate solar panel array will be installed. All roofing work must accommodate, prepare for, and safeguard the structural attachment of the solar dunnage. The installation details and flashing of these attachment points must be fully incorporated into the comprehensive system warranty

If Contractor is or becomes aware of any code or standard that conflicts with any other code, standard, or recognized practice, the Contractor shall utilize the prevailing code and or standard.

SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS

3.1 SCHEDULE

HACCP will attempt to adhere to the following schedule. This schedule may change due to unforeseen circumstances and at HACCPs' sole discretion. Changes will be conveyed to PROPOSERS at the earliest opportunity possible through written addendum.

PROJECT SCHEDULE

Activity	Date	TIME (EST)
Request For Proposal Release Date	August 31, 2026	N/A
Mandatory Pre-Proposal Conference/Walkthrough	Sept. 04, 2026	10:00 AM
Deadline for written Technical Clarifications/Questions	Sept. 09, 2026	4:00 PM
Proposals Due from PROPOSERS	Oct 01, 2026	3:30 PM
Proposal Evaluation	Oct 05, 2026	N/A
Notice of Intent to Award	Oct 06, 2026	N/A
Projected Contract Award Date	Oct 08, 2026	N/A
Contract Start Date	Oct 12, 2026	N/A

NOTE: All dates following proposal submission date are estimated and are subject to change.

3.2 DUE DATE AND PROPOSAL SUBMISSION

Intent to Propose: PROPOSER's must submit an email to Michael Jackson, Contract Manager , mjackson@haccp.agency, indicating their intent to propose to include: contact name(s), phone number(s), and email address of the individual(s) to which RFP Question/Answer detail.

Proposals must be received by HACCP no later than **3:30 p.m. EST on Oct 01, 2026.**

Proposals shall be submitted in sealed packaging marked **"RFP 2026-3 Roof Replacement for THE HOUSING AUTHORITY OF THE CITY OF COLLEGE PARK"** and addressed to:

Attn: Michelle Johnson, Chief Executive Officer
Housing Authority of the City of College Park
Office
9014 Rhode Island Ave. Office
College Park, MD 20740

**RFP 2026-03
ROOF REPLACEMENT**

ELECTRONIC SUBMISSION OF PROPOSALS WILL NOT BE ACCEPTED FOR THIS PROCUREMENT.

Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory pre-proposal conference/walkthrough will be held on Sept. 04, 2026, 10:00 A.M. at Attick Towers 9014 Rhode Island Ave. College Park, Md 20740 Please email Michael Jackson at mjackson@haccp.agency no later than Sept. 03, 2026 to indicate that you will be attending.

It is the responsibility of the Proposer to review all information provided in the RFP documents, including all appendices, attachments, and addenda. It is HACCPs' expectation that all scope of work elements identified in this RFP will be addressed.

3.4 WRITTEN QUESTIONS & CLARIFICATIONS

PROPOSERS may submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and appendices. All written questions and requests for clarification must be received no later than Sept. 09, 2026 4:00 p.m. on the date listed in the RFP Schedule.

The preference for method of submission of written questions is via email and addressed to:

Michael Jackson
Contract Manager
mjackson@haccp.agency

HACCP will not respond to questions received after the time and date listed in the RFP Schedule. Due consideration will be given to the time it may take to respond to HACCP' final responses to questions. All written questions and any changes, interpretations, or clarifications considered necessary by HACCP in response to PROPOSER questions will be posted online as addenda at the following website address: haccpmd.agency

Only answers issued in writing and/or posted on the HACCP website by HACCP will be binding on HACCP. Oral and other interpretations or clarifications, including those provided at the pre-proposal conference/walkthrough (if one is scheduled) will be without legal effect.

3.5 INTERVIEWS

HACCP reserves the right to base its decision solely on the written proposals without performing interviews. PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSERS shall be prepared to attend an interview with the Evaluation Committee, ONLY if one is required. The PROPOSER's selected team or individual must be available to answer questions at the interview and may be questioned individually. All interviews (ONLY if required) will be conducted via a virtual meeting.

HACCP reserves the right to audio and/or video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process.

The interview, only if interviews are required, will occur in accordance with the RFP Schedule. The PROPOSER will be advised of the specific time and place. PROPOSERS will be provided information with regard to specific accommodations that will be made when they are provided the specific place and time of interviews. Submission of a proposal does not guarantee the Proposer an interview.

3.6 ACCURACY IN REPORTING REQUESTED INFORMATION

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will, at the sole discretion of HACCP, be grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by HACCP will be, at HACCP's sole discretion, grounds for default.

SECTION 4. PROPOSAL REQUIREMENTS

4.1 PERFORMANCE REQUIREMENT

The successful PROPOSER (hereafter "CONTRACTOR") will be required, at all times during the term of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor and supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services. The CONTRACTOR shall conduct all work in the Contractor's own name and as an independent contractor, and not in the name of, or as an agent for HACCP.

4.2 PROPOSAL FORMAT, PAGE LIMITATION, AND CONTENT

Proposals shall be formatted on 8.5" by 11" letter-size paper, bound lengthwise, with tabs to separate sections. Comb Coil or Spiral Binding shall not be used. Proposals must include each item in the order outlined below. Each sub-section must be separated by tabs with sub-section headings. **Technical Proposals are limited to sixty (60) pages excluding the Price Proposal, exhibits, and supporting documentation** referenced and shall be paginated and organized as described below.

Any proposal that fails to include any of the elements described in this Section 4, or as required elsewhere in the RFP, is subject to being deemed technically unacceptable and non-responsive and may be eliminated from further consideration. However, HACCP also reserves the right to waive any immaterial technical variations in its sole discretion.

4.3 TECHNICAL PROPOSAL REQUIREMENTS AND CONTENT

To be considered, the PROPOSER's technical proposal must address the requirements of the scope of services and shall include the following items for it to be considered complete and responsive.

A. Cover Letter that provides the following information:

- a. Identification of the offering firm that would sign a Contract if one is negotiated for this project, including name, address and telephone number;
- b. Description of type of business organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting proposal;
- c. Proposed working relationship among offering firms (e.g., prime/sub), if applicable;
- d. Name, title, address and telephone number of main contact person during the period of proposal evaluation;
- e. A written statement warranting that the requirements of the project as described in this RFP, its appendices and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
- f. A statement to the effect acknowledging the proposal and all its contents, costs, and services fees shall remain valid for a period of not less than 120 days from the date of submittal; and

g. Signature of a person authorized to bind the offering firm to the terms of the proposal.

B. Technical Proposal

The proposal responses shall be organized in identifiable sections as outlined below so that all requested information can be readily found.

a. **Company Information:** Description of firm, size, and years in business.

b. **Qualifications and Experience:** A statement that the firm is properly qualified to perform the work described in this RFP. This section should describe the in this RFP. This section should describe the PROPOSER's background and experience in providing the services required in this RFP for a public transit agency. Include any competitive advantages over other firms in the same industry; strength and financial stability.

Provide a list of at least three (3) projects of relevance or similar work currently being performed or recently completed within the last three (3) years, and should include the following information:

- i. Name, address, and telephone number of the responsible contact person of the organization.
- ii. Cost of the contract
- iii. Contract dates
- iv. Types of services provided.
- v. Status of the contract

c. **Work Plan:** This section should include a complete work plan that describes the methods and processes used by the PROPOSER to provide the services described in the Scope of Services contained in this RFP. The PROPOSER's work plan shall include the following information:

- i. Name, title, telephone number and years of experience of the proposed Project Manager and Site Supervisor, and other staff to be assigned to this contract.
- ii. Description of the PROPOSER's Quality Control Program.
- iii. Proposed solution, products, parts, materials, and equipment
- iv. Project installation schedule

C. Completion and Inclusion of All Required Forms

- a. Acknowledgement of receipt of RFP addenda (if any);
- b. Complete the Non-Collusion Affidavit (Appendix B – Required Forms)
- c. Complete the Certification of Primary Participant Regarding Responsibility

- Matters (Appendix B – Required Forms)
d. Complete the Listing of Subcontractors/DBE-SBE Utilization Form (Appendix B – Required Forms)

4.4 PRICE PROPOSAL REQUIREMENTS AND CONTENT

The following items must be included in the PROPOSER's price proposal for it to be considered complete and responsive.

A. PRICE PROPOSAL

PROPOSER shall provide Price proposals which shall include a proposed not-to exceed amount for the scope of work as described in this RFP. Prices shall include all labor, overhead, materials, city permits, profits, taxes, travel, and insurance, etc. All cost elements that make up the total price must be itemized by equipment, documentation and training, support/maintenance, installation/engineering, and misc./other. Price proposals shall be submitted as per the instructions in Section 3.2.

4.5 INSURANCE

HACCP requires the successful Contractor to obtain and maintain insurance throughout the contract term, as described in the attached Sample Contract in Appendix. The required insurance certificates must be provided in accordance with all requirements described in the Sample Contract and shall be furnished prior to the execution of a Contract. Proposer must have the ability to add the State of Maryland in addition to HACCP to the insurance certificate.

4.6 WILLINGNESS TO ACCEPT PROPOSED ARRANGEMENTS

Submission of a proposal constitutes an offer to enter into a binding legal contract with HACCP on all of the terms specified in this RFP, including all Addenda and Appendices.

SECTION 5. EVALUATION AND SELECTION

5.1 EVALUATION AND SELECTION PROCESS

Proposals submitted in response to this RFP will be evaluated by the Evaluation Committee established by HACCP, in accordance with the criteria and procedures set forth in this Request for Proposals. This section incorporates those rights and procedures noted in RFP Section 1.3 - HACCPs' Rights.

The primary desire of HACCP for this procurement is to ensure an award will be made based on the highest quality of service that best matches HACCP' requirements using the Best Value methodology.

The Evaluation Committee will submit its recommendation to the Chief Executive Officer or HACCP Board of Directors for an award to be made based upon the Evaluation Committees' determination of the responsive and responsible Proposer whose proposal is most advantageous to HACCP.

5.2 EVALUATION CRITERIA

The following items constitute the evaluation criteria (and their respective weights), which HACCP will use in evaluating proposals submitted in response to this RFP.

Responsiveness to the RFP (5 Points)

Completeness of responses in accordance with the RFP instructions and requirements.

Qualifications, Experience and Past Performance (25 Points)

Qualifications and experience of the Proposer, including appropriate licensing and suitable references.;

Applicant's ability to complete the requested services by (25 Point)

Understanding of Scope and Approach to Providing Services (20 Points)

Understanding of the Agency's requirements and all critical elements of the work described in the scope of services, overall approach, quality, clarity and specificity of work plan for the proposed services and materials.

Price Proposal (25 Points)

Energy Efficiency

The HACCP is looking for ways to cut cost and our carbon footprint, energy efficiency products are a bonus. **(Bonus Points 15)**

Business Enterprise

Minority/ Women Business Enterprise (M/WBE) **(Bonus Points 15)**

Reasonableness of pricing; Competitiveness of price proposal with other offers received.

*NOTE: PROPOSERS who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a separate "interview" score. The Evaluation Committee may raise or lower

criteria scores based on information and clarifications gained during the interview process. Reasons for such changes will be documented.

HACCP reserves the right to make an award solely on a PROPOSER's written proposal alone, and is not required to conduct interviews or negotiations.

5.3 NOTIFICATION TO UNSUCCESSFUL PROPOSERS

All PROPOSERS shall be notified of HACCP Evaluation Committee's recommendations by way of a Notice of Award (this will serve as the final committee recommendation) within five (5) working days of said recommendation.

SECTION 6. PROTEST PROCEDURES

6.1 DEFINITIONS

The following terms, as may be used in this section, are defined below:

- a. "Proposal" refers to an offer or proposal as used in the context of this Request for Proposals.
- b. "Day" refers to working day of HACCP, where HACCP Administrative Office, located at 9014 Rhode Island Ave.
- c. "Date of Notification of Intent to Award" refers to the calendar date that HACCP communicates to PROPOSERS which proposing firms, corporation, partnership or individual are recommended for award.
- d. "File" or "Submit" refers to date and time of receipt by HACCP of protest materials.
- e. "Interested Party" means an actual or prospective PROPOSER whose direct economic interest would be affected by the award of Contract or by failure to award Contract.
- f. "Protester" refers to interested party filing a protest or appeal.
- g. "Contracting Officer (Chief Executive Officer)". The person within HACCP or HACCP duly authorized by the governing body thereof to administer contracts for, and in the name of, HACCP or HACCP as applicable.
- h. "Chief Executive Officer." The Chief Executive Officer of the Housing Authority of the City of College Park.

I. "Federal Agency." Unless otherwise defined, the United States Department of Housing and Urban Development (HUD).

6.2 PROTEST PROCEDURES

Filing Procedure:

Any party involved in a dispute with HACCP related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The protestor, as defined below, in all instances, must pursue a remedy through the established administrative procedures of HACCP prior to pursuing protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer on behalf of HACCP, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name, address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.
2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.
4. The Contracting Officer's Final Decision may be appealed to the HACCP Chief Executive Officer. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.
5. The HACCP Chief Executive Officer's decision may be appealed to the Maryland Board of Contract Appeals) or other court of competent jurisdiction as determined and agreed to by

the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the HACCP Chief Executive Officer, or other time period required by the selected court of competent jurisdiction, as applicable.

6. The HACCP Board or Commissioners has no jurisdiction over Bid Protests.

7. All protests, except those directed to the Chief Executive Officer, shall be addressed to the administrative offices of HACCP. The address of the administrative offices of HACCP is as follows:

Housing Authority of the City of College Park
9014 Rhode Island Ave.
College Park, MD 20740
Attn: Michelle Johnson,
Chief Executive Officer
Email: Mcjohnson@haccp.agency

Confidentiality:

Materials submitted by a protester will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

Withholding of Award:

When a protest is filed before opening of bids or closing date of proposals, the bids will not be opened prior to resolution of the protest, and when the protest is filed before award, the award will not be made prior to resolution of the protest, unless the Awarding Authority determines that:

- a. Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
- b. Failure to make award will cause undue harm to HACCP.

In the event an award is to be made while a protest is pending, the Federal Transit Administration shall be notified if Federal funding is involved.

Processing the Request:

- b. The Chief Executive Officer shall respond to the protestor within five (5) working days of receiving the protest. A conference on the merits of the protest may be held with the protester.

- c. Any additional information required by HACCP from the protester shall be submitted as expeditiously as possible, but no later than three (3) days after receipt of such request.

Notification:

The Chief Executive Officer shall notify the protester of a decision regarding the protest no later than ten (10) days following receipt of all relevant information.

SECTION 7. SCOPE OF WORK

NOTE: For the purposes of Section 7 "Scope of Services," the term "Contractor" or "Consultant" represents the successful PROPOSER(S).

Please note all scopes of work are suggested but not required, you will be able to evaluate all equipment during the mandatory meeting June 26, 2026 and make recommendations in the RFP response.

7.1 OVERVIEW

SCOPE OF SERVICES

The scope of services in this Section 7 describes the required services to be provided by the Contractor during the term of the Contract. The Contractor shall supply all labor, materials, tools, equipment to perform and deliver the services required under this contract. The

Proposer can respond to all projects or the Proposer can apply individually:

- 1. Replace Building Roof and Lower Entrance Roof**

BUILDING ENVELOPE

1.0 Project Summary

The scope of work includes the complete removal of the existing roofing system and the installation of a new 50-mil, white, mechanically attached Polyvinyl Chloride (PVC) roofing membrane system.

Solar Integration Notice: Following the completion of the new roofing system, a separate solar panel array will be installed. All roofing work must accommodate, prepare for, and safeguard the structural attachment of the solar dunnage. The installation details and flashing of these attachment points must be fully incorporated into the comprehensive system warranty.

2.0 Pre-Installation & Compliance

- **Permits and Approvals:** The contractor shall secure all required local building permits and regulatory approvals prior to commencing work.
- **Site Access and Protection:**
 - Secure authorized access to the roof.
 - Protect the building exterior, landscaping, windows, and adjacent vulnerable areas from debris and construction damage.
 - Establish OSHA-compliant safety protocols and secure the worksite to prevent unauthorized access.
 - Stage materials and equipment only in designated areas to minimize operational disruption.
- **Pre-Construction Coordination Meeting:** A mandatory pre-construction meeting will be held with the owner, roofing contractor, solar installation representative, and structural engineer to review the project schedule, precise solar dunnage attachment points, engineering layouts, and warranty requirements.

3.0 Demolition & Deck Preparation

- **Existing System Removal:**
 - Safely remove and dispose of all existing roofing materials—including the membrane, insulation, flashings, and pitch pans—down to the structural roof deck.
 - Provide necessary dumpsters and arrange for legal, off-site debris disposal.
- **Deck Inspection, Layout, and Repairs:**
 - Inspect the exposed roof deck for structural integrity, water damage, or deficiencies.
 - **Solar Structural Layout:** Coordinate the exact layout of future solar dunnage support blocks with the underlying structural framing to ensure the deck is prepared for localized structural and dead loads.
 - Immediately report any damaged decking to the owner. Any required deck replacement will be handled via an approved scope change order.
- **Surface Preparation:** Clean the roof deck of all dust, moisture, debris, and contaminants to ensure a pristine surface for new material installation according to manufacturer specifications.

4.0 Installation of New Roofing System

- **Insulation and Cover Board:**
 - Install a new layer of approved polyisocyanurate (ISO) insulation to meet specified thermal resistance standards [Insert Target R-Value, e.g., R-30].
 - Install a 1/4" gypsum or high-density cover board over the insulation to provide a smooth, durable thermal barrier capable of handling the high-density compressive loads associated with solar racking and post-installation foot traffic.

- Mechanically fasten the insulation and cover board to the roof deck in accordance with manufacturer specifications and local building codes.
- **PVC Membrane Application:**
 - Install a 50-mil, white, reinforced PVC membrane over the newly installed cover board.
 - Mechanically fasten the membrane using manufacturer-approved fasteners and plates following the specified wind-uplift pattern (e.g., FM 1-75).
 - Thermally weld all membrane field seams using a hot-air welder to create a homogenous, waterproof bond. All welds must maintain a minimum width of 1.5 inches.
- **Flashing Details & Warranted Solar Dunnage Accommodations:**
 - Install custom-cut, 50-mil white PVC flashing membrane at all parapet walls, curbs, perimeters, and corners.
 - **Warranted Solar Dunnage Interface:** Carefully flash and heat-weld manufacturer-approved PVC target patches, pre-molded pipe boots, or custom PVC detailing around all specified solar dunnage standoff anchors, supports, and structural penetrations.
 - All solar dunnage penetration flashings must be installed in strict accordance with the roofing manufacturer's standard warrantable details to ensure a completely seamless, leak-free system.
 - Heat-weld the PVC flashing around all standard vertical penetrations (such as vents and pipes).
 - Install new metal edge details (e.g., drip edges, gravel stops) as required by project specifications.
 - Utilize manufacturer-approved engineered accessories for all pipe boots and specialized penetration flashings.
- **Drain Assemblies:** Install new center drain assemblies, including heavy-duty metal strainers and debris covers, ensuring a completely watertight connection to the existing plumbing lines.
- **Safety and Walkways:** Install reinforced PVC walkway pads in high-traffic maintenance zones, specifically targeting areas around roof-mounted mechanical equipment and along designated service paths leading to the future solar array layouts.

5.0 Quality Control & Project Closeout

- **Quality Control Inspection:**
 - Perform a comprehensive visual and physical (probe) inspection of all seams, flashings, and solar dunnage attachment details.
 - Coordinate a final field inspection with the roofing manufacturer's technical representative to confirm full compliance with warranty requirements. The representative must explicitly verify and sign off on the solar dunnage flashing details.
- **Cleanup and Final Walkthrough:**
 - Remove all project-related debris, equipment, and surplus materials, leaving the facility clean and orderly.

- Conduct a final walkthrough with the owner to secure formal acceptance of the completed work.
- **Documentation and Comprehensive Warranty:**
 - **Warranty Deliverable:** Deliver a full [Insert Number, e.g., 20-year] material and labor manufacturer warranty to the client.
 - **Solar Rider:** The warranty documentation must explicitly cover all solar dunnage flashing penetrations and include a rider or written confirmation from the manufacturer stating that the post-installation solar array layout—when attached to these detailed points—will not void or limit the total roofing system warranty.
 - Submit all closeout documentation, operations/maintenance data, and permit sign-offs.

- **Replace Building Roof, Lower Entrance Roof**

Replace Building Roof

- Building Roof Replacement

1.0 Project summary

The scope of work for the removal of the existing roofing system and the installation of a new 50-mil, white, mechanically-attached PVC roofing membrane system.

2.0 Pre-installation

- Site access and protection:
 - Secure appropriate permits and access to the roof.
 - Protect the building, landscaping, windows, and other vulnerable areas from debris and damage during construction.
 - Establish safety protocols and secure the worksite to prevent unauthorized access.
 - Stage materials and equipment in designated areas to minimize disruption.
- Pre-construction meeting:
 - A meeting will be held with the owner, contractor, and any relevant stakeholders to review the project schedule, communication protocols, and specific site requirements.
- Existing system removal:
 - Safely remove and dispose of all existing roofing materials, including the membrane, insulation, and flashings, down to the roof deck.
 - Arrange for debris disposal using dumpsters or other approved methods.

3.0 Roof deck preparation and inspection

Deck inspection and repairs:

- Inspect the exposed roof deck for any damage, or deficiencies.
- Replace or repair any damaged decking, reporting a required scope change to the owner for approval.

Deck preparation:

- Clean the roof deck of all dust, debris, and contaminants to ensure a proper surface for new materials.
- Ensure the deck is structurally sound and prepared to manufacturer specifications.

4.0 Installation of new roofing system

Insulation and cover board:

- Install a new layer of approved polyisocyanurate (ISO) insulation to achieve the specified R-value.
- Install a 1/4" gypsum or high-density cover board over the insulation to provide a smooth, durable surface and serve as a thermal barrier.
- Mechanically fasten the insulation and cover board to the roof deck according to manufacturer specifications and local building codes.

PVC membrane application:

- Install a 50-mil, white, reinforced PVC membrane over the cover board.
- Mechanically fasten the membrane using approved fasteners and plates according to the specified pattern (e.g., FM 1-75).
- Use a hot-air welder to thermally weld all membrane seams to create a waterproof bond. A minimum weld width of 1.5 inches is required.

Flashing details:

- Install Custom-cut 50-mil white PVC flashing. must be carefully flashed PVC material is heat-welded around these features to prevent leaks at vulnerable points.
- PVC flashing membrane at all parapet walls, curbs, and All roof penetrations, such as vents. Pipes. Properly detailing the connections as well as perimeters and corners,
- Install new metal edge details (e.g., drip edge, gravel stop) as required by the project specifications.
- Install manufacturer-approved accessories for all pipe boots, vents, and other penetrations.
- Remove all pitch pans and flash the individual penetrations.

Drain assemblies:

- Install new center drain assemblies including metal strainers / covers
-

Safety and walkways:

- Install reinforced walkway pads in high-traffic areas, such as around roof-mounted equipment, to prevent damage to the membrane.

5.0 Project closeout

Quality control and inspection:

- Perform a final visual inspection of all seams, flashings, and details to ensure proper installation and watertight integrity.

- Arrange for a manufacturer's representative to perform a final inspection to confirm compliance with warranty requirements.
- Cleanup and final walkthrough:
 - Remove all project-related debris and construction materials from the site, leaving it clean and orderly.
 - Conduct a final walkthrough with the owner to confirm all work has been completed to satisfaction.
- Documentation and warranty:
 - Provide the client with a full material and labor warranty as per the project agreement.
 - Submit all necessary closeout documents and manufacturer information.
 - Flashing and detailing: All roof penetrations—such as vents, pipes, and curbs—as well as perimeters and corners, must be carefully flashed. Custom-cut PVC material is heat-welded around these features to prevent leaks at vulnerable points.
- Required permits
 - All required permits as applicable

Lower Entrance Roof

- Remove all existing roofing material from entry canopy roof
- New Installation of canopy roof (Similar application)
- Clean up and dispose of all job-related debris
- Warranty
- All required permits if applicable



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7.2 TASKS AND DELIVERABLES SPECIFICATIONS

7.2.1 Tasks

- a. The proposer is expected to provide all the necessary labor, tools, equipment, materials and necessary permits and warranties for the installation of the work as detailed in the ESSENTIAL COMPONENTS AND FEATURES SECTION.
- b. The proposer shall create and provide all drawings required to obtain permits.
- c. The proposer shall provide documentation and training to local staff on normal operations of the systems.
- d. The proposer shall coordinate with the HACCP Staff to minimize workplace disruption. The offices are open Monday-Friday from 8:30 a.m. to 3:30 p.m.

7.2.2 Deliverables

Closeout Deliverables

- **As-built roof drawings** Final roof plan showing drains, penetrations, and membrane layout.
- **O&M manual**
 - Membrane care instructions
 - Approved cleaning methods
 - Inspection schedule
 - Repair procedures
- **Final inspection sign-off** Owner, contractor, and manufacturer.
- **Final photos** Complete documentation of finished roof.
- **Punch list completion report** Signed and dated.

Warranty Deliverables

- **Manufacturer warranty** Typically 20–30 years for white TPO/PVC systems.
- **Contractor workmanship warranty** Usually 1–5 years.
- **Warranty registration documents** Manufacturer confirmation of system acceptance.

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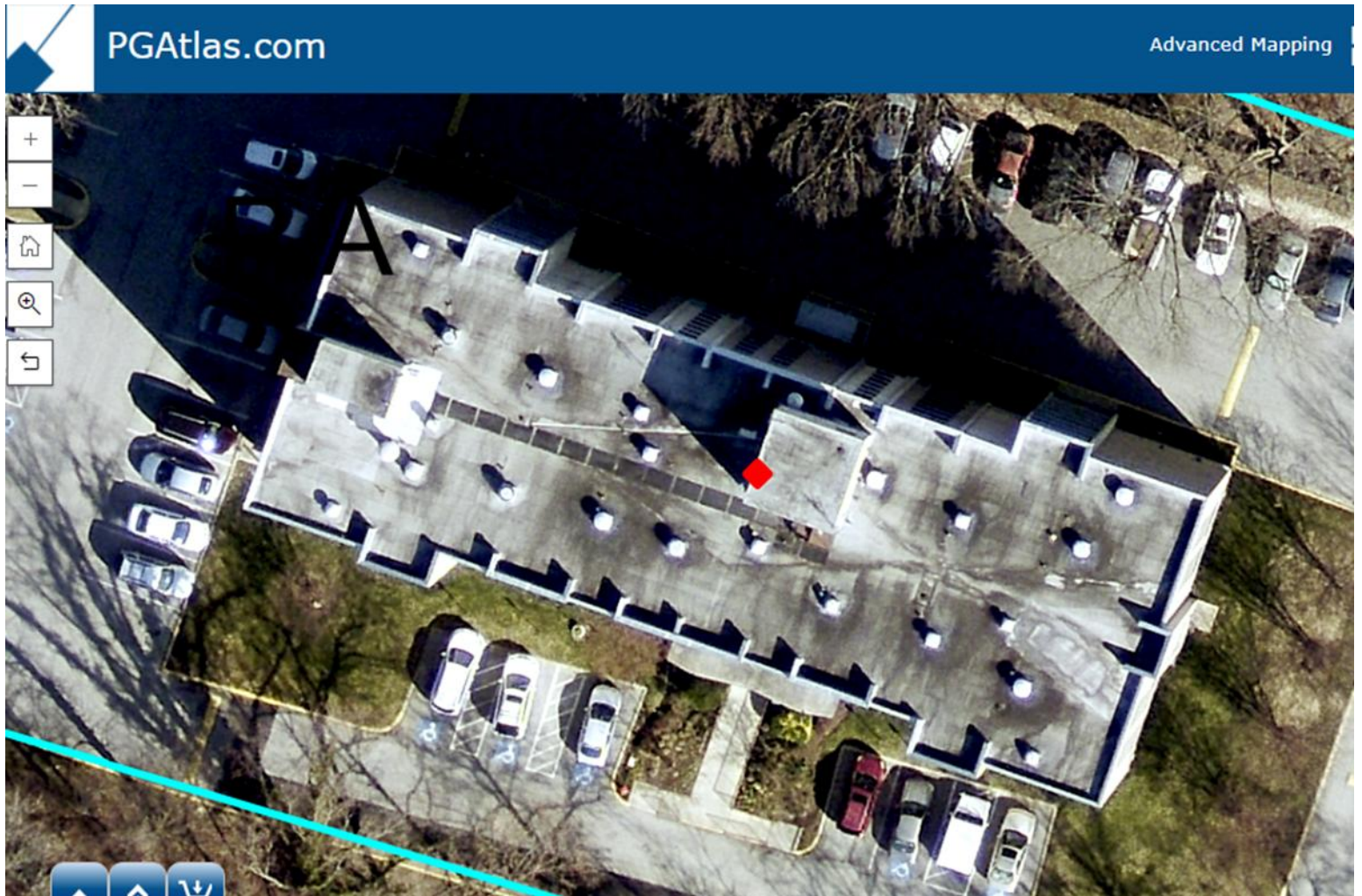
APPENDIX A

Plans and Images

RFP-2024-02

Roof Replacement

[TBD]

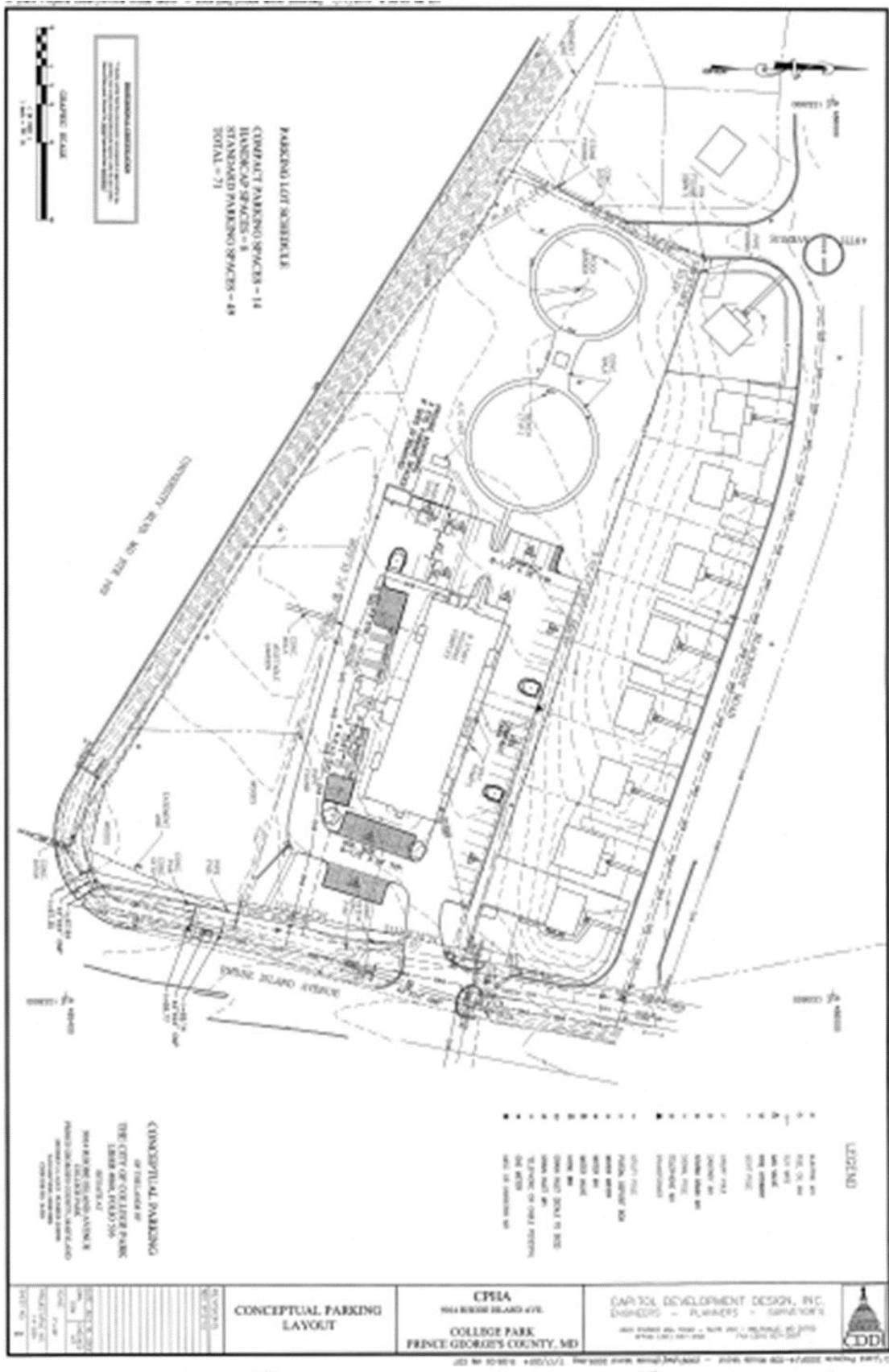


Attick Towers - ROOF (EX ISTING)

RFP 2026-03

ROOF REPLACEMENT

Attick Towers - ROOF (EX ISTING)



RFP 2026-03
ROOF REPLACEMENT

APPENDIX A – REQUIRED FORMS

FORM -1 Acknowledgement of Addenda

The following form shall be completed and included in the price proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included by the PROPOSER with the proposal.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:

PROPOSER:

Name:_____

Address:_____

City, State, Zip:_____

Title:_____

Phone:_____

APPENDIX A

REQUIRED FORMS

2026-RFP-03

ROOF REPLACEMENT

[TBD]

FORM 2 – NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

Non-Collusion Affidavit

This affidavit is to be filled out and executed by the PROPOSER; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked Name of Affiant. The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked Capacity. The representative of the PROPOSER should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that
(Name of Affiant)

I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any Authority, is directly or indirectly interested therein.

Signature of Affiant _____ Date _____

Sworn to before me this ____ day of _____, 20__.		Seal
Notary public _____	My Commission Expires _____	

APPENDIX A

REQUIRED FORMS

FORM 3 – CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY MATTERS

The Primary Participant _____ (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three year period preceding this proposal had one or more public transactions or contracts (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official _____

Title _____

The undersigned chief legal counsel (or corporate secretary) for the _____ certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Sec

APPENDIX A

REQUIRED FORMS

FORM 4 – LISTING OF SUBCONTRACTORS

The CONTRACTOR declares that it has contacted the subcontractors listed below, and has made arrangements covering hourly rates and other terms which may materially affect the Contract, contingent upon successfully entering into a contract with HACCP, with the following subcontractors:

	Name/Address of Subcontractor	DBE? yes/no	Amount of Subcontract	Description of Work
1.				
2.				
3.				
4.				
5.				
6.				

NOTE: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE _____ DATE _____

APPENDIX B – SAMPLE CONTRACT

Housing Authority of the City of College Park

**Building Improvements Contract
PROJECT: Attick Towers Apartments**



Sample Contract # 2024-2

AGREEMENT

THIS AGREEMENT made _____ (day) of in the year 2024 by and between _____ (Contractor), a business entity authorized to do business in the State of Maryland, herein after called the "Contractor," and the Housing Authority of the City of College Park here in after call the "HACCP."

WITNESSETH, that the Contractor and the HACCP for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for Dual Pipe System Replacement, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The HACCP shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed (\$ _____).

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the Dual Pipe System Replacement, Time is of the essence.

START DATE: _____

FINAL COMPLETION DATE: _____

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

1. This Agreement
2. Bid Documents
3. HUD General Conditions
4. Addendum(s), if any
5. Special Conditions
6. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated.

The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Responsibility for Damages/Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its subcontractors, employees, guests, visitors, invitees and agents.

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by PHA) and hold harmless the HACCP and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Article 5; (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; and

(e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article 5 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 5 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6. No person shall be employed for more than 8 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it the employee shall be paid at least time and a half pay for

(1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday. Compliance of which is a material element of the Contract and a failure to comply is a breach entitling HACCP to terminate the Contract for cause.

ARTICLE 7. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in

connection with this contract as the claim becomes due, the proper officer representing the HACCP may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due and that end upon final payment, unless payment is subject to a good faith dispute. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Maryland Department of Labor, Licensing and Regulations unless payment is subject to a good faith dispute.

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by law.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher.

ARTICLE 11. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project.

ARTICLE 12. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Maryland; (2) are actively licensed with the Maryland Department of Labor, Licensing and Regulations; (3) are bonded and insured in amounts that meet or exceed the Housing Authority's minimal requirements.

ARTICLE 13. CONTRACTOR shall: (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. (2) Not permit any lien or claim to be filed or prosecuted against the Housing Authority, on account of any labor or material furnished

ARTICLE 14. Liquidated damages The Contractor acknowledges that HACCP will sustain damages as a result of the Contractor's failure to substantially complete the work authorized under this Contract and in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the project, and costs associated with Contract administration and use of temporary facilities.

- Liquidated Damages shall be as follows if the actual Final Completion exceeds the required date of Final Completion:
 - \$500.00 per each Calendar Day after the set Final Completion date.

Notices: All notices or other communications required or permitted hereunder shall be in writing and delivered either (a) by hand or (b) by fax and by mail, postage prepaid, certified or registered

return receipt requested, addressed as follows:

To the Housing Authority: **Michelle Johnson**

9014 Rhode Island Ave College Park Md. 20740 301-345-3600

mcjohnson@haccp.agency

To: Contractor:

Address

Phone

Email

ARTICLE 15. Additional Terms

1. Execution and Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
2. Integration. The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
3. Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts of law. Any claim, action, or suit between Housing Authority and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within a court of competent jurisdiction in Prince George's County, Maryland.
4. No attorney fees. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
5. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

APPENDIX C

CERTIFICATE OF SECTION 3 COMPLIANCE

I certify that I have reviewed and fully understand the attached Section 3 Specification Clause and program and will demonstrate compliance to the” greatest extent feasible”, to meet the numerical goal of 30% new hires. I further certify that I have and will make every reasonable effort to purchase from those small businesses located within the boundaries of the Section 3 covered project area and further, will take concrete steps to expand resident training and employment opportunities such as, asking if residents are aware of available training and employment positions, encouraging residents to participate in the job application process, and actually employing Section 3 area residents. Furthermore, I will contact the Housing Authority to obtain listings of available individuals to fill my labor needs, if any such needs arise, for the duration of this contract.

Principal Officer of Bidding Company

Date

APPENDIX D

SECTION 3 SPECIFICATION CLAUSE

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

- d. 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.
- e. The parties of this contract agree to comply with HUD's regulations in 24 CFR parts 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.
- f. 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 Section 3 clause, and will post copies of the notice in conspicuous places at the work sit 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 application for each of the positions; and the anticipated date the work shall begin.
- g. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in the regulations in 24 CFR parts 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 parts 135.
- h. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contractor is executed, and (2) with persons other than those to whom the

regulations 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- i. Noncompliance with HUD's regulations in 24 CFR parts 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- j. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (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).

APPENDIX E

MBE PARTICIPATION CERTIFICATION

I certify that I have reviewed and fully understand the Housing Authority of the City of College Park MBE requirements and will take the five affirmative steps listed and make a GOOD FAITH EFFORT to achieve the MBE participation goal.

Principal Officer of Bidding Company

Date

RFP 2024-01

Elevator Modernization

APPENDIX F

**FORM OF NON-COLLUSIVE AFFIDAVIT
AFFIDAVIT
(Prime Bidder)**

State of (_____). County of (_____) being first duly sworn deposes and says:

That he/she is _____(a partner or officer of the firm of, etc.)

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

Signature of: _____

Bidder, if the bidder is an individual _____

Partner, if the bidder is a partnership _____

Officer, if the bidder is a corporation _____

Subscribed and sworn to before me

this _____ day of _____ 202. My

Commission expires _____, 202

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

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.

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 and 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.

(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>, 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

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 readvertise 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 are 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.

Instructions to Offerers Non..construction

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

11111111

- 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 offerer's risk.

(b) Each offerer 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 offerer.

(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) Offerers 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 HAIHUO 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 offerers 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 offerer concerning a solicitation will be furnished promptly to all other prospective offerers 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 offerers.

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 HAA-IUD.

(b) Before an offer is considered for award, the offerer may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offerer to provide such additional information may render the offerer 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 HAA-IUD 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 bullseye postmark on both the receipt and the envelope or wrapper.

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

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:)

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

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