

BID DOCUMENTS FOR

TREE TRIMMING, TREE REMOVAL, DISPOSAL AND STUMP GRINDING HOUSING AUTHORITY WIDE

HOUSING AUTHORITY OF HENDERSON



BID DOCUMENTS AVAILABLE

August 30, 2022

BID OPENING DATE AND TIME

September 29, 2022, at 10:00 a.m.

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ADVERTISEMENT TO BID

The Housing Authority of Henderson will accept Sealed Bids for Tree Trimming, Tree Removal, Disposal and Stump Grinding – Housing Authority Wide. Proposed Contract Documents/Bid Packets will be available August 30, 2022, at the office of the Housing Authority, 111 S. Adams St., Henderson, KY 42420 or on the website at www.hahenderson.org. Bids will be accepted until September 29, 2022, at 10:00 a.m. Bids will be publicly opened and read aloud at that time. Bid will be awarded to best low bid.

The Gleaner-Advertising
legal@thegleaner.com

Please run this legal notice (advertisement) on August 30, 2022, and September 6, 2022, in the Henderson Gleaner.

We will need tear sheets/affidavits of publishing for our records.

Please acknowledge receipt of this request.

Thank you.

Tina Belcher
Procurement, Housing Authority of Henderson

INVITATION TO BID

The Housing Authority of Henderson will accept sealed bids for **Tree Trimming, Tree Removal, Disposal and Stump Grinding – Housing Authority Wide.**

Proposed Contract Documents/Bid Packets will be available August 30, 2022, at the office of the Housing Authority, 111 S. Adams St., Henderson, KY 42420 or on the website at www.hahenderson.org. Bids will be accepted until September 29, 2022, at 10:00 a.m. Bids will be publicly opened and read aloud at that time. Bid will be awarded to best low bid.

THE OUTSIDE OF ALL ENVELOPES MUST BE SEALED AND MARKED WITH:

- a. Bidder's Name and Address on outside of envelope
Bid envelope marked – **Bid Documents for Tree Trimming, Tree Removal, Disposal and Stump Grinding – Housing Authority Wide**
- b. Date and Time of Bid – **September 29, 2022, at 10:00 a.m.**
- c. "Bid-Do Not Open"

Bids will be taken under advisement for review of requirements after satisfied that bidder is qualified and the documents necessary have been provided. Best Low Bidder will then be notified for contract signing. All unsuccessful bidders will be notified by mail.

Attention is called to the provisions for **Equal Employment Opportunity and Section 3 Compliance** and **Attention** is also called to the provision of payment no less than the prevailing Davis-Bacon Wage determinations set forth in the Bid Documents. Any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under state or tribal law to be prevailing with respect to an employee in any trade or position employed under the contract is inapplicable to the contract and shall not be enforced against the contractor or any subcontractor with respect to employees engaged under the contract whenever the following occurs:

1. Such non-federal prevailing wage rate exceeds:
 - a) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis- Bacon Act (29 CFR 5.12) to the prevailing in the locality with respect to such trade.
 - b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor or DOL recognized state apprenticeship agency; or
 - c) An applicable trainee wage rate based thereon specified in a DOL certified trainee program; or
2. Such non-federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

All required Items to be included in the Bid shall be signed and dated as designated. Items to be included with each Bid are listed on the Bid Form Checklist.

The Housing Authority of Henderson reserves the right to reject any or all bids or to waive any information in the bidding.

Bobbie Jarrett, Executive Director

SPECIFICATIONS and SCOPE OF WORK

Tree Trimming, Tree Removal, Disposal and Stump Grinding – Housing Authority Wide
See attached Architect's Specifications

Contractor shall:

Be responsible for any ruts made by the equipment.

All Clean-up must be performed by the contractor.

Must use outside source to locate all utilities. 811 will not locate on Housing Authority property.

Comply with all Federal, State, and local safety regulations and Codes

Trim 97 trees back approximately 5 feet away from buildings and power lines to trim canopy up approximately 10 feet in areas that can be done.

Cut down and Grind same stumps of 40 trees and **Grind 1 additional stump** as marked.

When grinding areas of the stumps, get as many surface roots as possible and as deep as can go on the main stump.

Trees are shown on color coded maps the work to be done.

All debris and wood chips must be removed and hauled off.

Housing Authority of Henderson will fill in areas of the stump grinding with dirt.

Work to Begin/Conclude: To Be Finalized at the Contract Signing-ASAP

Bid shall be awarded to Best Low Bid of responsible Bidder submitting the lowest proposal complying with the conditions of the Bid Solicitation.

Bid shall be valid for Thirty (30) days.

Proposed forms of Bid and Contract Documents are on file at the office of the Housing Authority of Henderson, 111 South Adams Street, Henderson, Kentucky 42420, and may be obtained from the office of the Housing Authority of Henderson on or after **August 30, 2022**.

Submit bids by mail or in person to:

Housing Authority of Henderson
111 South Adams Street
Henderson, KY 42420
Attention: Tina Belcher, Procurement

Any Questions should be directed to:

Maintenance Supervisors:

Troy Cox Amp 1 270-860-3661

Tony Clayton Amp 2 270-724-9307

Bids must be received by September 29, 2022, at 10:00 a.m.

The Housing Authority of Henderson reserves the right to reject any or all Bids or to waive any formalities in the bidding.

INSTRUCTIONS TO BIDDERS

**Housing Authority of Henderson
111 South Adams Street
Henderson, KY 42420**

Tree Trimming, Tree Removal, Disposal and Stump Grinding – Housing Authority Wide

INSTRUCTIONS TO BIDDERS

A. Review Property, Bid and Contract Documents and Verify Detail

1. The Bidder is responsible for reviewing all portions of the Bid and Contract Documents.
2. The Bidder is responsible for making an on-site visit or visits to verify the work, locations, quantities, and sizes of material. The Housing Authority of Henderson is not liable for the failure of the Bidder to verify the accuracy of said details nor for any costs incurred as a result of said failure.
3. The Bidder agrees that he will contract with the Housing Authority of Henderson to provide all necessary materials listed in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.
4. All required Bid Documents must be signed and dated as designated. Required Bid Documents listed on Bid Form Checklist.

References in the specifications or in describing the material, supplies, or services required of a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding proposals on other types of materials and supplies or of performing the work in a manner other than specified.

B. Housing Authority Contacts

Troy Cox	Amp 1 Maintenance Supervisor	Phone: cell-270-860-3661
Tony Clayton	Amp 2 Maintenance Supervisor	Phone: cell-270-724-9307

Tina Belcher, Procurement Paperwork
Phone: 270-827-1294 extension 1134

C. Legal Requirements

All federal, state, and local law requirements shall be met.

D. Bid Form Signed

1. Each bid must be signed by the Bidder with his/her usual signature. Bids by partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing.
2. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to bind it in the matter.

F. Drug Free Workplace Certification

Must submit a signed Drug Free Workplace Certification with Bid.

G. Section 3 Acknowledgement Statement and Section 3 Business/Employee Certification

Must submit a signed Section 3 Acknowledgement Statement and signed Business/Employee Certification with Bid.

H. Prohibition Against Conflicts of Interest, Gratuities, Kick Backs, and Use of Confidential Information Certification

Must submit a signed Prohibition against Conflicts of Interest, Gratuities, Kick Backs, and Use of Confidential Information Certification with Bid.

I. Equal Employment Opportunity Statement

(HUD 5370) Must submit a signed Equal Opportunity Statement with Bid.

J. Form of Non-Collusive Affidavit

Each person submitting a bid shall execute an affidavit, in the form provided by the Housing Authority, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

K. References

At least three references should accompany this bid.

L. Complaints

Bids shall include procedures for dealing with complaints and response time. This component of the bid will be given equal consideration to the price.

M. Number in Crew

State number in Crew dedicated to this contract.

N. Bid Documents Submittal

1. Bid documents shall be submitted by **sealing** in an envelope which shall be clearly labeled with the words, **“Bid Documents for”** and **show the name and address of the Bidder and date and time of bid opening.**
2. Proposals should be mailed to or delivered to the office of the Housing Authority of Henderson, 111 South Adams Street, Henderson, Kentucky 42420.

O. Time for Receiving Bids

Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible; such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.

P. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is received prior to the time set for bid opening. Negligence on the part of the Bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

Q. Opening of Bids

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

R. Erasures or Corrections

Bid documents having any erasures or corrections thereon will be rejected unless explained or noted over the signature of the Bidder.

S. Sales Tax Exemption

Sales tax will not be applicable, and all bids received which include sales tax will be corrected at the time of the bid opening or returned to the Bidder.

T. Protect, Defend, and Save Harmless

The Bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Housing Authority of Henderson against any demand for payment for the use of any patented material, process, article or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and the Bidder further agrees to indemnify and save harmless the Housing Authority of Henderson from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.

U. Bid Valid for Thirty (30) Days

All bids submitted shall be valid for thirty (30) days after being received by the Housing Authority of Henderson.

V. Award of Contract; Rejection of Bids

1. The contract will be awarded to the responsible Bidder submitting the lowest proposal complying with the conditions of the Invitation to Bid, provided his bid is reasonable and it is to the interest of the Local Housing Authority (LHA) to accept it. The Bidder to whom the award is made will be notified at the earliest practicable date. The LHA, however, reserves the right to reject any or all bids or to waive any formality in bids received whenever such rejection or waiver is in the interest of the LHA.
2. The LHA is prohibited from making any awards to Contractors or accepting as Subcontractors any individuals or firms which are on the list of Contractors ineligible to receive awards from the United States.

3. In case of default by the Bidder or contractor, the Housing Authority of Henderson may procure the articles or services from other sources by awarding the bid to the next responsible Bidder or re-advertise for bids and hold the Bidder or contractor responsible for any excess cost occasioned thereby.

W. Insurance

The successful Bidder shall provide the following proofs of insurance:

1. Workers' Compensation insurance, in accordance with State or Territorial Workers' Compensation laws, for all employees engaged under the contract.
2. Commercial General Liability which is comprehensive general liability insurance with bodily injury and property damage. The minimum amount of required coverage is one million dollars (1,000,000) per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under 3 below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned, non-owned, and hired motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000) per occurrence.

The Housing Authority of Henderson shall be named as an additional insured party on all insurance. The successful Bidder must furnish the Housing Authority of Henderson with a certificate of insurance within 10 working days after bid acceptance. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. Any changes, additions, or deletions in insurance coverage shall be submitted, in writing, to the Housing Authority of Henderson within 10 days prior to the effective date of such change, addition, or deletion. Such insurance shall remain in effect for the full term of the contract.

If any such insurance is due to expire during the period, the contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Housing Authority. All Certificates of Insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the Insurance company until at least 30 days prior written notice has been given to the Housing Authority of Henderson. **This statement is added to your Certificate of Insurance by your provider**

X. Occupational License

The City of Henderson Occupational License shall be in effect within ten days of the contract award.

Y. Equipment and Its Maintenance

The Bidder/Contractor shall be responsible for all equipment, supplies, and maintenance of equipment required to fulfill this contract.

Z. Harm or Damage

The Executive Director or Maintenance Coordinator is to be notified immediately of any damage to the sites incurred by the contractor; and it shall be the financial responsibility, if any, of the contractor to correct any damage. The contractor shall take all precautions to protect the public, vehicles, buildings, etc. from harm or damage.

AA. Terms of Contract

The terms of the contract will be from the effective date until job is complete. In the event of unsatisfactory performance as determined by the Executive Director and the Maintenance Coordinator, this contract may be terminated in five (5) calendar days.

BB. Housing Authority Property

Successful Bidder shall ensure that employees do not interfere with Housing Authority business by moving paperwork, unplugging electrical cords, or using Housing Authority equipment for own personal use.

CC. Terms of Payment/Weekly Payroll Sheet

The terms of payment shall be established by the Housing Authority of Henderson, in consultation with the contractor. This is contingent upon the Housing Authority receiving a billing statement after products have been installed and inspected to assure compliance with the verified specifications. Weekly Certified Payroll/timesheets shall be submitted with invoices for successful bidder. Periodic Estimates of payments shall be applied over the period of work.

DD. Work Start Date

The Work Start Date shall be established by the Housing Authority in consultation with the contractor. (Listed on Notice to Proceed)

EE. Bid Bond

For contracts **exceeding \$100,000**, a bid guarantee equivalent to five percent (5%) of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

FF. Performance/Payment Bond

For contracts **exceeding \$100,000**, these Bonds secure fulfillment of all contractor's obligations and to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

Only the successful contractor must submit this bond which is either a:

- 1) Performance and Payment bond in a penal sum of \$100% of the contract price;
- 2) Separate performance and payment bonds, each for 50% or more of the contract price
- 3) 20% cash escrow
- 4) 25% irrevocable letter of credit

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 shall not be considered. U.S. Treasury Circular number 570 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 on this circular is mandatory.

Exceptions

Bidder hereby agrees that the service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by bidder's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

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

**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 or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

(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.

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

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

Previous edition is obsolete

form HUD-5369-A (11/92)

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General 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 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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.

-
- (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 III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the 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
 - (ii) 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.

- (ii) 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.

(ii) 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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

22. 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.

CONTRACTOR ACKNOWLEDGEMENT FORM
General Contract Conditions 5370/5370EZ/5370C

I have received and read a copy of the HUD form 5370 or 5370EZ, 5370C and understand and agree to abide by this policy as a condition of Contract.

EIN/Social Security Number _____

Signature _____

Date _____

BID FORM CHECK LIST

Tree Trimming, Tree Removal, Disposal and Stump Grinding

THE FOLLOWING DOCUMENTS ARE REQUIRED WITH SUBMISSION OF THIS BID:

Please note that all information must be signed and dated as designated.

1. Representations, Certifications, and Other Statements of Bidders-HUD 5369-A
Signed (page 17) ☐
2. Contractor Acknowledgement 5370/5370EZ/ 5370C (page 27) ☐
3. Equal Opportunity Employer –Affirmative Action Statement- Signed (page 37) ☐
4. Section 3 Certification Signed (page 38) ☐
5. Section 3 Business Concern Certification Signed (page 40) ☐
6. Certification of Prohibition against Conflict of Interest, Gratuities, Kickbacks, and
Use of Confidential Information Signed (page 41) ☐
7. Non-Collusive Affidavit-Signed (page 42) ☐
8. Drug Free Workplace Contractor Acknowledgement-Signed (page 58) ☐
9. Previous Participation (page 59) ☐
10. Reference Form/ Complaint Procedure/ List Number in Crew (page 63) ☐
11. Sub-Contractor Listing (page 64) ☐
12. Bid Form – Signed (page 65) ☐
13. General Liability and Worker’s Compensation Insurance Certificate
Minimum coverage \$1,000,000.00 ☐
14. Henderson Occupational License ☐

ENVELOPE REQUIREMENTS

THE OUTSIDE OF ALL ENVELOPES MUST BE SEALED AND MARKED WITH:

- a. Bidder’s Name and Address on outside of envelope ☐
- b. Bid envelope marked –
“Bid Documents for Tree Trimming, Tree Removal, Disposal, and
Stump Grinding ☐
- c. Date and Time of Bid – September 29, 2022, at 10:00 a.m.
☐
- d. “Bid-Do Not Open” ☐

Submit bids by mail or in person to:

Housing Authority of Henderson
111 South Adams Street
Henderson, KY 42420
Attention: Tina Belcher, Procurement

Questions should be directed to:

Troy Cox, Maintenance Supervisor, AMP 1
Cell 270-860-3661

Tony Clayton, Maintenance Supervisor AMP 2
Cell 270-724-9307

The Housing Authority of Henderson reserves the right to reject any or all Bids or to waive any formalities in the bidding.

FACTORS TO BE CONSIDERED IN AWARD OF THIS CONTRACT, NOT NECESSARILY IN ORDER OF IMPORTANCE, SHALL INCLUDE BUT NOT NECESSARILY LIMITED TO THE FOLLOWING:

1. Bid price
2. Quality of product

CONTRACTOR WORK INSTRUCTIONS

Tree Trimming, Tree Removal, Disposal, and Stump Grinding

SCHEDULE OF WORK

Notice to Proceed date and finish dates will be finalized at the Contract signing.

WORK RESTRICTIONS

- a. Contractor will have use of site indicated. Contractor's use of premises is limited only by Owner's right to perform work on portions of the Project as follows:
- b. Perform construction only during normal working hours (8 AM to 4:30 PM Monday through Friday, other than holidays, unless otherwise agreed to in advance by Owner.)
- c. Clean up work areas and return to a safe condition at the end of each workday.
- d. Contractor is to coordinate with the Housing Authority, prior to start of project, any on-site equipment and material storage. Contractor is liable for equipment, material, etc., if stored on the project site, as well as equipment, material etc. used for the project, if stored off site.
- e. The contractor is to adhere to all required HUD and Governmental Codes and Regulations. Special attention is to be paid to lead base paint and asbestos protection requirements.

TEMPORARY FACILITIES

- a. All temporary work, facilities, storage, and services, and any temporary services needed from permanent facilities required for the project work under the contract, from the start of the work to substantial completion of the project, including all facilities and services needed for the testing of all installations and equipment, shall be arranged for, furnished and paid for by the Contractor, and as defined herein.
- b. Parking of construction workers will be allowed in areas designated by the Housing Authority. Violators of these requirements will be subject to towing and responsible for charges incurred.
- c. The Contractor shall provide temporary toilet facilities. The Contractor shall furnish, install, and maintain ample portable sanitary facilities for the workmen employed on the project.
- d. Contractor to be responsible for its own trash removal from the property. Any damage by handling of equipment is to the responsibility of the Contractor.
- e. Contractor to be responsible and provide security as required. The Contractor shall be responsible for safeguarding ALL WORK in place during the project and he shall be responsible for ALL LOSSES from theft of work or materials in place sustained by any Contractor or Subcontractor. Each Contractor shall limit the amounts of materials delivered and stored at the site and he may self-insure the risk from theft. Each Contractor shall be responsible for any losses from theft or his own materials.
- f. The Owner will not be responsible for loss by theft of any material, equipment, or tools stored at the site.

PROJECT MANAGEMENT

- a. The Contractor shall be responsible for the coordination of the work of all contracts, subcontractors and coordinating the work with the Owner.
- b. Keep the Owner informed on the progress of the work.
- c. Throughout the progress of the work, each Contractor shall keep a competent supervisor.

CHANGE ORDERS

- a. Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the Owner and issued after execution of the Contract.
- b. Change Orders should be dated and sequentially numbered.
- c. The Change order will describe the change or changes and will be signed by the Owner. The Contractor will be given a copy of the Change Order.
- d. Make submittals directly to the Executive Director.
- e. Maintain a "Schedule of Change Orders" HUD-51002 at the job site to reflect current status of all pertinent data.

MANUFACTURER'S CERTIFICATES/WARRANTY

- a. Submit certification by manufacturer to Owner. Indicate that product conforms to or exceeds specified requirements.
- b. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty documents executed by authorized company official. Manufacturer's warranty is in addition to. And not a limitation of, other rights Owner may have under Contract Documents.

It is understood that all replacements shall be made by the contractor and will not negotiate with any other party other than the contractor to obtain replacements.

The following exceptions apply to said warranty:

- a. Normal wear and tear
- b. Uniform fading of colors
- c. Improper maintenance
- d. Abuse and carelessness

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
	Bond	20	Rough Carpentry		Site Improvements
21	General Conditions \1	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
23	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		Equipment
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
1	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List \2
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Previous editions are obsolete

form HUD-51000 (1/2014)

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency		Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
Location of Project			Project Number
Name of Contractor			Contract Number
Item Number (1)	Description of Item (2)	Completed to Date (3)	
		\$	
Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)		\$	

Previous editions are obsolete

ref. Handbooks 7417.1 & 7450.1

form HUD-51001 (1/2014)

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount		\$ _____
Approved Change Orders:		
2. Additions (Total from Col. 3, form HUD-51002)	\$ _____	
3. Deductions (Total from Col. 5, form HUD-51002)	\$ _____	(net) \$ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net)		\$ _____
Computation of Balance Due this Payment		
5. Value of Original Contract work completed to date (from other side of this form)		\$ _____
Completed Under Approved Change Orders		
6. Additions (from Col. 4, form HUD-51002)	\$ _____	
7. Deductions (from Col. 5, form HUD-51002)	\$ _____	(net) \$ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7)		\$ _____
9. Less: Retainage, _____ %	\$ _____	
10. Net amount earned to date (line 8 less line 9)		\$ _____
11. Less: Previously earned (line 10, last Periodic Estimate)		\$ _____
12. Net amount due, work in place (line 10 less line 11)		\$ _____
Value of Materials Properly Stored		
13. At close of this period (from form HUD-51004)	\$ _____	
14. Less: Allowed last period	\$ _____	
15. Increase (decrease) from amount allowed last period	\$ _____	
16. Balance Due This Payment		\$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)
_____	_____	_____	_____

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)
_____	_____	_____	_____

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Equal Employment Opportunity

Ref. form-HUD 5370 (12/01)

Page 14 of 21

Note

This is a segment of the Equal Employment Opportunity portion taken from form HUD-5370 (12/2001) ref. Handbooks 7417.1 & 7485.3G, No. 39 and intended for reference only

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited, to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto.
- (e) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rule, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (f) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended so that these terms and condition will be binding upon each subcontractor or vender.

Company Name/Authorized Signature

Ref. form-HUD 5370 (12/01)

SECTION 3
of the Housing and Urban Development Act of 1968
Employment, Training, and Contracting Opportunities for
Low-Income Persons

A. **Authority:** 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. **Contracting, Contract Certification and Compliance:** 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. **Notice:** 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. **Sub-Contracts:** 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. **Employment and Training Opportunities:** The Contractor will certify that any vacant employment positions, including training positions, that are filled: after the contractor is selected but before the contract is executed, and with persons other than those to whom the regulations of 24CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. **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.

G. 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.

Contracts must be:

Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

PHAs and other recipients, and their contractors and subcontractors, must make the best efforts in the following order of priority:

Employment: Best efforts must also apply to the Section 3 workers in the following order of priority:

- a) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided or employment opportunities for residents of this category
- b) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance or employment opportunities for residents of this category
- c) To Youth Build programs or employment opportunities for Youth Build participants
- d) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided or employment opportunities for residents of this category.

Signature

Date

SECTION 3 CERTIFICATION

Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

		# family	# family	# family	# family	# family	# family	# family	# family
FY 2022 Median Income	Evansville, IN-KY HUD Metro FMR Area	1	2	3	4	5	6	7	8
83,700	Very-Low Income Limits (50%)	29,300	33,500	37,700	41,850	45,200	48,550	51,900	55,250
83,700	Low Income Limits (80%)	46,900	53,600	60,300	66,950	72,350	77,700	83,050	88,400

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

Economic opportunities are available under Section 3 through Job training, Employment, and Contracts.

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

A Section 3 resident is:

- A Public Housing resident
- A Person who lives in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits (80% of the median income).

A Section 3 business concern is a business that:

- Is 51% or more owned by Section 3 residents
- Employs Section 3 residents for at least 30 % of its full-time, permanent staff
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

☐ **Qualify**

☐ **Do Not Qualify**

Business Name

Business Name

Signature Date
of employee or Business Representative

Signature Date
of employee or Business Representative

**CERTIFICATION OF PROHIBITION AGAINST CONFLICTS OF INTEREST,
GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION
(Housing Authority of Henderson-Ethics in Public Contracting)**

Kentucky law prohibits conflicts of interest, gratuities and kickbacks, and the use of confidential information with regard to any public contract or a solicitation or proposal thereof. The prohibitions are set forth in **KRS 45A.45** which provides:

- A. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - 1. He, or any member of his immediate family, has a financial interest therein; or
 - 2. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - 3. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- B. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
- C. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- D. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation, therefore.
- E. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 110, S 92, effective January 1, 1980; 1980, ch. 250, S 16, effective April 9, 1980).

Violation of the statute may result in a fine and/or imprisonment under the provisions of **KRS 45A.990**. **THIS CODE OF CONDUCT** is also in accordance with **2CFR 200.318** which states:

Conflicts of Interest: No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when:

- 1. An employee, officer, Board member, or agent is involved in making the award.
- 2. His/Her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister)
- 3. His/Her partner
- 4. An organization which employs or is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks and Use of Confidential Information: No employee, officer, Board member or agent may accept gratuities, favors, or anything of monetary value from contractors or parties to subcontract and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition against Contingent Fees: Contractors wanting to do business with the PHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Signature

Date

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first
duly sworn, deposes and says:

That he is _____ (Partner or officer of the firm of)

the party making the foregoing proposal or Bid, that such proposal or Bid is genuine and not-collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority of Henderson 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 _____, 20__.

My commission expires _____, 20__.

Notary Public _____

HOUSING AUTHORITY OF HENDERSON DRUG FREE WORKPLACE POLICY

POLICY OVERVIEW

The Housing Authority of Henderson has a vital interest in maintaining a drug free workplace. It is fully committed to: maintaining a safe and healthful working environment, maintaining a productive and efficient work force, and protecting our operations, our properties and our tenants.

The Board is concerned about the physical and psychological health of our employees. Being under the influence of a drug or alcohol on the job poses a serious safety and health risk not only to the user but also to all those who work with the user and those who depend upon the user's work. The possession, use or sale of an illegal drug by any employee anywhere poses unacceptable risk for safe, healthful and efficient operations and will not be tolerated.

Accordingly, this Authority has adopted this Policy, which prohibits:

- A. The use, sale, transfer, or possession of illegal drugs by employees or contractors.
- B. Being under the influence or use or possession of drugs or alcohol while operating company vehicles or equipment.
- C. The unauthorized consumption, possession or sale of alcoholic beverages on company property.
- D. Being under the influence of illegal drugs or alcohol while on the job or while on company property.
- E. Working while under the influence of a legal drug if safety is compromised or if job performance is significantly affected.
- F. Off the job use, possession, sale or transfer leading to a charge or conviction of any state or federal controlled substance act.
- G. An employee's refusal to submit to a lawful security exam (e.g., interview, lawful electronic devices, search, or inspection of his or her personal property located on PHA premises, worksites, or facilities, including but not limited to, PHA parking lots) or refusal to submit physical testing (e.g., urine test, physical examination, blood alcohol) is a violation of this policy and are subject to disciplinary action up to and including termination.
- H. Loss of license due to DUI or other traffic related violations.

In addition, this Authority will maintain, as a part of pre-employment, the use of physical examinations and screening practices designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance.

This Authority recognizes alcohol or drug dependency as a treatable condition. This Authority has an Employee Assistance Program (EAP) wherein it attempts to educate employees and assists employees who seek or who are directed to seek assistance for alcohol or drug abuse and other personal/behavioral problems. Employees having alcohol or drug abuse problems are strongly encouraged to seek assistance through the EAP before detection occurs or safety or performance problems occur.

SECTION I Effective Date

This policy is effective as of September 12, 1989, for pre-employment alcohol and drug testing and as of March 31, 2009, it applies to all employees

DRUG FREE WORKPLACE STATEMENT

COMPANY POLICY

Purpose and Goal

To notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled or illicit substance is prohibited in the workplace.

We are committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace that balances our respect for individuals with the need to maintain alcohol and drug-free environment.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to CEO, executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, and interns.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, and while on organization property.

Prohibited Behavior

This company strictly prohibits the use of alcohol or the use, possession, dispensation, distribution, or manufacture of controlled or illicit substances in the workplace. Any violation of this policy shall result in adverse employment action up to and including termination. Screening tests for alcohol and illegal drugs is required before hiring and during your employment.

Disciplinary Action

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn.

If an employee violates the policy, he or she will be subject to termination or to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

SECTION II

Testing

Breath alcohol, urine drug testing (11 panel urine test), shall be administered as a part of pre-employment physical examinations, suspicion of employee drug/alcohol use, random, accident and follow-up testing as outlined in Section V. The eleven (11) panel urine test shall include testing for the following controlled substances as defined in KRS 218A.101(6) and 902 KAR Chapter 55:

1. Amphetamines
2. Cannabinoids/THC
3. Cocaine
4. Opiates
5. Phencyclidine (PCP)
6. Benzodiazepines
7. Propoxyphene
8. Methaqualone
9. Methadone
10. Barbiturates
11. Synthetic narcotics

All applicants/employees shall acknowledge in writing that they have been informed of the Authority's alcohol and drug testing policy and pre-employment screening requirements. Failure to execute the consent/release form or to submit to a drug and alcohol screen will result in rejection of the applicant.

Where medical evidence indicates the presence in any detectable manner of an illegal drug^a, or alcohol at any detectable level, the job applicant will be rejected. Where use of a legal, mood-altering drug is detected, applicants will be required to offer proof that the drug has been prescribed by a physician. If the

^a For purposes of this policy, the "detectable" level of marijuana shall be 100 nanograms per milliliter.

job applicant is unable to provide such proof, employment will be denied. Employment will also be denied, consistent with applicable laws concerning handicapped persons, where future or continued use of the drug poses a potential safety risk or would impair job performance.

The collection of samples and administration of drug and alcohol tests shall follow all standards, procedures and protocols set forth by the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Administration (SAMHSA).

Breath alcohol, urine drug testing, will be performed only by a qualified laboratory certified in accordance with the National Laboratory Certification Program (NLCP) by the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration. The laboratory will be responsible for maintaining and documenting that the proper "chain of custody" is assured for all samples. The collection of samples shall include a medical review of test results as follows:

- All test results shall be submitted for medical review by the medical review officer (MRO), who shall consider the medical history of the employee or applicant, as well as other relevant biomedical information.
- If there is a positive test result, the employee or applicant shall be given an opportunity to report to the MRO the use of any prescription or over-the counter medication.
- If the MRO determines that there is a legitimate medical explanation for a positive test result, the MRO shall certify that the test results do not indicate the unlawful use of alcohol or a controlled substance.
- If the MRO determines, after appropriate review, that there is not a medical explanation for the positive test results other than the unauthorized use of alcohol or a prohibited drug, the MRO shall refer the individual tested to the Executive Director or his/her designee, for further proceedings in accordance with the Housing Authority's Drug-Free Workplace Policy. The Executive Director will disclose only information necessary to initiate appropriate action.

SECTION III

On the Job Use, Possession or Sale of Drugs or Alcohol

- A. Alcohol. Being under the influence of alcohol by an employee while performing Authority business, while on Authority premises or while operating Authority vehicles or equipment is prohibited because such use or influence can affect the safety of the employees, co-employees, tenants or members of the public, the employee's job performance, and the safe or efficient operation of the Authority.
- B. Legal Drugs.^b Except as provided below, the use or being under the influence of any legally obtained drug by an employee while performing Authority business, while on Authority premises or while operating Authority vehicles or equipment is prohibited if such use or influence may affect the safety of the employee, co-employees, tenants, or members of the public, the employee's job performance, or safe or efficient operation of the Authority. An employee may continue to work, even though under the influence of a legal drug, if management has determined that the employee does not pose a threat to his or her own safety or the safety of co-workers or tenants, or the public, and that the employee's job performance is not significantly affected by the legal drug. Prior to making this determination, management may consult a licensed physician for additional information. Employees who believe or have been informed that the use of a legal drug may present a safety risk are to report such drug use to their immediate supervisor.

^b "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

- C. Illegal Drugs.^c The use, possession, sale, purchase or transfer of an illegal drug by an employee while performing Authority business, while on Authority premises or while operating an Authority vehicle or equipment is prohibited.

SECTION IV

Controlled Substance Act or Driving Under the Influence (DUI) Charges or Conviction

A state or federal conviction of any controlled substance act, driving under the influence (DUI) or a felony conviction by an Authority employee involving the use of illegal drugs or alcohol may result in disciplinary action up to and including termination. It is a condition of employment that an employee shall notify their immediate supervisor no later than five (5) business days of any controlled substance act or driving under the influence (DUI) charge or conviction. Failure to do so will result in automatic dismissal.

SECTION V

Drug and Alcohol Screening

The Authority shall require a breath alcohol, urine drug test of employees under the following conditions:

- A. After conditional offer of employment.
- B. Where an employee's behavior and/or appearance indicates that the employee is unable to safely perform the job, or the supervisor has reasonable cause to believe the employee is under the influence of alcohol or drugs or has been using an illegal drug;
- C. Where, even though the employee does not exhibit any observable symptoms of being under the influence, a workplace accident may have been caused by human error, which could be, drug or alcohol related and.
- D. Following an accident on the premises of the Authority or in the course of employment for the Authority which requires off-site medical attention be given to a person.
- E. When a supervisor observes that what he or she believes to be use of illegal drugs or unauthorized alcohol on Authority property, Authority premises or while operating Authority vehicles or equipment.
- F. Whenever an employee is required to take a physical examination pursuant to Authority policy or federal or state laws or regulations.
- G. Whenever an employee is charged with a violation of any state or federal controlled substance act.
- H. After being selected using a statistically valid, unannounced random method and.

- I. At follow-up testing at least once per quarter for one (1) year after the employee's successful completion of an employee assistance program for drug or alcohol-related problems, or drug or alcohol rehabilitation program, or as recommended by the person administering the drug or alcohol rehabilitation program.
- J. After being selected using a statistically valid, unannounced random method and.
- K. At follow-up testing at least once per quarter for one (1) year after the employee's successful completion of an employee assistance program for drug or alcohol-related problems, or drug or alcohol rehabilitation program, or as recommended by the person administering the drug or alcohol rehabilitation program.

An applicant's consent to submit to such tests is required as a condition of employment. An employee's refusal to consent may result in disciplinary action up to and including termination.

The testing procedures used for purposes of this Policy will include breath alcohol and urine drug tests. An alcohol/drug test will be performed only by a qualified laboratory certified in accordance with the National Laboratory Certification Program (NLCP) by the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration. The laboratory will be responsible for maintaining and documenting that the proper "chain of custody" is assured for all samples.

The collection of samples shall include a medical review of test results as follows:

- All test results shall be submitted for medical review by the medical review officer (MRO), who shall consider the medical history of the employee or applicant, as well as other relevant biomedical information.
- If there is a positive test result, the employee or applicant shall be given an opportunity to report to the MRO the use of any prescription or over-the counter medication.
- If the MRO determines that there is a legitimate medical explanation for a positive test result, the MRO shall certify that the test results do not indicate the unlawful use of alcohol or a controlled substance.
- If the MRO determines, after appropriate review, that there is not a medical explanation for the positive test results other than the unauthorized use of alcohol or a prohibited drug, the MRO shall refer the individual tested to the Executive Director or his/her designee, for further proceedings in accordance with the Housing Authority's Drug-Free Workplace Policy. The Executive Director will disclose only information necessary to initiate appropriate action.

If any specimen obtained in a drug screening remains after Authority authorized testing, the remaining specimen is to be retained at the testing lab until adjudication of any disciplinary action is concluded.

^c "Illegal Drug" means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained, The term includes marijuana and other hallucinogens and includes prescribed drugs not legally obtained and prescribed drugs to being used for prescribed purposes or at the prescribed levels.

SECTION VI

Procedure

In the event a supervisor reasonably believes an employee is under the influence of drugs or alcohol, or that an employee is otherwise in violation of this Policy, the supervisor should immediately consult with and obtain the approval of the Executive Director or his/her designee before requesting a drug or alcohol screen. Procedures will include the following:

- A. When management has determined that a test is in order, the superior will request the employee to sign a consent form and have the employee taken to an approved medical facility for a drug or alcohol test. The employee will be informed of the procedure that will be followed and the possible consequences. If the employee is unwilling to sign the release or unwilling to be transported to the facility for evaluation and screening, the supervisor should require the employee to report to an office area or, if not available, to a safe non-work area.
In either of the above situations the supervisor is then to contact management for further guidance. In the absence of such consultation and if the supervisor has reasonable doubt about the employee's ability to satisfactorily and safely meet job requirements, the supervisor shall place the employee on suspension pending results of testing and/or other administrative determinations. If the employee is to go to a medical facility for evaluation or screening or to go home, the supervisor is to arrange for the employee's transport.
- B. If an employee is suspected of possessing alcohol contrary to local management Policy or selling, purchasing, transferring or possessing an illegal drug, the supervisor is to:
 - 1. Direct the employee to turn over any suspected unauthorized alcohol or illegal drugs which are in plain sight.
 - 2. Secure any container where alcohol or illegal drugs may be present for subsequent search by appropriate personnel; and
 - 3. Order the employee to report to an area in the facility where appropriate personnel can question the suspected employee in private.
- C. Prior to initiating questioning relative to use or possession, the supervisor is to first consult with the Executive Director or his/her designee. Otherwise, the supervisor is to have a witness present and, without further guidance, limit his/her questioning to determine the employee's general condition (e.g., does the employee feel sick; does the employee know where he or she is; to whom is he or she talking; what may be the cause of the employee's present condition).

SECTION VII

Post-Accident or Injury Testing

Any employee, who is operating an Authority vehicle or other Authority movable equipment which is involved in an accident causing personal injury or property damage (any amount), or any accident or incident which may be the subject of a worker's compensation claim will be tested in accordance with this policy, or in accordance with the policy of the worker's compensation

carrier's policy. The test will be conducted as soon as possible, but no later than 32 hours after the accident, for the presence of alcohol or drugs. Local law enforcement shall be allowed to conduct their investigation and may require a breath/alcohol and urine test. If law enforcement does require testing, then no additional test of a similar nature shall be required of the employee, provided that the law enforcement agency provides a copy of the test results to the Housing Authority.

SECTION VIII Random Testing Procedures

All employees eligible for random testing shall be placed in a common selection pool and tested on a random basis. Through the use of a unique random selection list, persons to be tested shall be selected for each testing cycle throughout the year, except for the person who shall prepare and monitor the list along with notifying the supervisor of those selected for testing. The Executive Director will notify this person when it is his/her time to be tested on a specific date and time not known to this person. All eligible employees remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing. Specimen collection should be conducted on different days of the week throughout the work cycle. The supervisor shall not notify an employee that he or she will be tested until the employee arrives for work. The supervisor shall schedule to fill in as needed for tested employees on the day of specimen collection.

SECTION IX Discipline

Any discipline meted out to an employee will be determined based upon the circumstances or event that gave rise to the drug or alcohol problem, the results of the screening, the response of the employee and any other available information pertinent to the case. In appropriate cases the following procedure will be followed for discipline of employees in violation of this Policy:

- A. An employee who has a positive drug or alcohol screening result must participate in the EAP and if recommended, in an approved substance abuse treatment program (See Appendix F). If the employee refuses to participate in the EAP or any recommended substance treatment program, the employee will be terminated. In addition to participation in the EAP, the employee will be required to submit to follow-up testing at least once per quarter for one (1) year after the employee's successful completion of an employee assistance program for drug or alcohol related problems, or as recommended by the person administering the drug or alcohol rehabilitation program.
- B. An employee who fails or refuses to submit to drug or alcohol screening will result in disciplinary action up to and including termination.

- C. Regardless of the time interval since the first positive test, the employee will be terminated if he or she has a second positive screening test result.
- D. A state or federal conviction or any controlled substance act or a felony conviction by an Authority employee involving the use of illegal drugs or alcohol will result in disciplinary action up to and including termination.
- E. Violations of this policy will result in disciplinary action up to and including termination of employment. In lieu of termination, other disciplinary action may apply such as, but not limited to, suspension of an employee or requiring the employee's attendance and successful completion of an approved substance abuse assistance or rehabilitation program.

SECTION X Confidentiality

Management and supervisors are to restrict conversations concerning possible violations of this Policy to those persons who are participating in any questioning, evaluation, investigation, or disciplinary action and who have a need to know about the details of the drug/alcohol investigation. This restriction includes not mentioning the name of the employee suspected of violating this Policy. Management, supervisors, and investigators are to instruct other employees, except as stated above, not to talk about such possible violations.

SECTION XI Contract Personnel

The provisions of this Policy shall be made known to all contract bidders and/or potential contractors seeking to work on Authority property. Reference to this Policy should be included in contracts with all contractors. Violation of the applicable provisions or refusal to cooperate with implementation of the policy may result in the Authority barring contract personnel from company facilities or participating in Authority operations.

SECTION XII Housing Authority Employee Assistance

The adoption and use of an alcohol and drug screen program is designed to deter an employee from reporting to work under the influence of alcohol or a controlled substance or from using alcohol or a controlled substance while on the job. The goal is workplace safety. If any employee believes that he or she has an alcohol or substance problem, the employee may report his or her problem to the Executive Director without fear of reprisal or disciplinary action.

The Executive Director may require the employee to obtain treatment for the condition and also require follow up information regarding the treatment. Assistance will be given to the employee to receive treatment through use of existing leave policies. The cost of treatment, counseling, or rehabilitation resulting from an employee's problem/referral will be the responsibility of the employee. (See Appendix F)

The Executive Director and those employees under his/her supervision who are involved in processing claims will keep the identity of employees seeking and receiving treatment strictly confidential. Self-referral is encouraged and a person who seeks treatment will be protected from retaliation. However, any person reporting to work under the influence of alcohol or illegal drugs or using alcohol or illegal drugs on the job, whether seeking treatment or not, will be subject to disciplinary action up to and including termination.

SECTION XIII

Training

The Housing Authority of Henderson is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. The Authority will undertake affirmative measures to ensure alcohol and substance education and awareness training for employees and supervisors which:

- a. Provides to all employees written materials explaining the employer's policies and procedures with respect to the drug-free workplace program.
- b. Provides each employee at least one (1) hour of initial, and at least thirty (30) minutes refresher each year thereafter, of alcohol and substance abuse education and awareness training which shall include, at a minimum, information concerning:
 1. Alcohol and drug testing.
 2. The effects of alcohol and drug use on an individual's health, work and personal life.
 3. The disease of alcohol or drug addiction.
 4. Signs and symptoms of an alcohol or drug problem.
 5. The role of coworkers and supervisors in addressing alcohol or substance abuse; and
 6. Referrals to an employee assistance program; and
 7. Provide all supervisory personnel, in addition to the training specified XIII (b) with (30) minutes each year of alcohol and substance abuse education and awareness training. The training shall include information on recognizing the signs of alcohol and substance abuse in the workplace, how to document signs of employee alcohol or substance abuse, how to refer employees to an employee assistance program or other alcohol and substance abuse treatment and legal and practical aspects of reasonable suspicion testing for the presence of drugs and alcohol.

Other Laws and Regulations

The provisions of this Policy shall be in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulation, or judicial decisions. Unenforceable provision of this policy shall be deemed to be deleted.

Savings Clause

If any part of this policy is held invalid by a competent authority, such part shall be invalid, and the remainder of this policy shall continue in full force and effect.

EMPLOYEE ACKNOWLEDGEMENT FORM

I, _____ have read, and received training and a copy of the Housing Authority of Henderson's Drug Free Workplace Policy and Drug Free Workplace Statement dated_____, and understand and agree to abide by this policy as a condition of employment.

Date

Signature

Social Security Number

Print Name

HOUSING AUTHORITY OF HENDERSON
CONSENT AND RELEASE FORM
FOR APPLICANT/EMPLOYEE

The Authority has a Drug Free Workplace Policy and reserves the right to screen its employees and applicants for employment as an enforcement measure in providing a safe, healthy, and productive working environment.

- A. By my signature below, I am freely and voluntarily agreeing and consenting to submit a personal specimen of urine, and/or breath/alcohol for testing to determine or rule out the presence of illegal, abused or prohibited drugs/alcohol or substances in my body fluids.
- B. I hereby authorize the Authority's duly appointed collection facility, testing laboratory, and their personnel, to obtain, process, and test the specimen and to release and discuss their results of the analysis and test to the Executive Director or the Director's Designee for employment purposes. Said information will be handled as confidentially as is reasonably possible, shared only on a "need to know" basis.
- C. I understand a documented chain of custody exists to ensure the identity and integrity of my specimen throughout the collection and testing process.
- D. As an applicant, I understand that if I have a positive test or refuse to submit to this drug/alcohol test, this will constitute voluntary withdrawal of my application for employment and no further consideration shall be given. As an employee, I understand that if I have a positive test or refuse to submit to this drug/alcohol test, this will constitute a violation of Authority policy and I will be subject to disciplinary action up to and including termination of employment. The following are the prescription and non-prescription drugs that I take routinely or have taken or ingested within the (30) Thirty Days.

- ☐ Sleeping pills _____
- ☐ Diet pills _____
- ☐ Pain relief pills _____
- ☐ Cold tablets _____
- ☐ Anti-malarial drugs _____
- ☐ Prescription drugs _____
- ☐ Over-the-counter medications _____
- ☐ Any other medication or substance _____
- ☐ Alcoholic beverages _____
- ☐ None of the above _____

Note: The space to the right of each category is made available to permit any voluntary explanation or clarification of any of the above categories.

E. I hereby release, forever discharge, and hold harmless the Authority, any Physician, any technician, any medical facility, and any laboratory facility and all of their respective officers, directors, employees, representatives, and agents from any and all claims of whatever nature arising out of or in connection with any act or omission relating to any examination test, collection, procedure, chain of custody, disclosure, analysis, diagnosis, inaccuracy, negligence, comparative negligence, concurrent negligence, gross negligence, recklessness, willfulness, error, act, or omission of any of the individuals or entities covered hereby.

F. I understand that, like all other Authority forms, this form does not alter the employment at-will relationship. I may terminate my employment at any time without cause and the Authority retains the same right.

Applicant/Employee (signature)

Social Security Number

Printed Name

Witness

Date

Signature

Clinical Reference Lab

() I hereby refuse to consent to a test to detect the presence of alcohol/drugs in my system.

Applicant/Employee (signature)

Social Security Number

Printed Name

Witness

DRUG FREE WORKPLACE STATEMENT (POSTED AT JOB SITES)

COMPANY POLICY

Purpose and Goal

To notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled or illicit substance is prohibited in the workplace.

We are committed to protecting the safety, health, and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace that balances our respect for individuals with the need to maintain alcohol and drug-free environment.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to CEO, executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, and interns.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, and while on organization property.

Prohibited Behavior

This company strictly prohibits the use of alcohol or the use, possession, dispensation, distribution, or manufacture of controlled or illicit substances in the workplace. Any violation of this policy shall result in adverse employment action up to and including termination. Screening tests for alcohol and illegal drugs is required before hiring and during your employment.

Disciplinary Action

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn.

If an employee violates the policy, he or she will be subject to termination or to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

CONTRACTOR ACKNOWLEDGEMENT FORM

I, _____ have read, and received a copy of the Housing Authority of Henderson’s Drug Free Workplace Policy and Drug Free Workplace Statement dated _____, and understand and agree to abide by this policy as a condition of Contract.

Date

Signature

EIN/SOCIAL SECURITY NUMBER

Print Name

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development Office of Housing/Federal Housing Commissioner

US Department of Agriculture Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)				For HUD HQ/FmHA use only	
Reason for submission:					
1. Agency name and City where the application is filed		4. Number of Units or Beds		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$		5. Section of Act		6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 - All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35066) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (Indicate dates participated, and if for or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> C. Disclosure or Certification problem	
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system <input type="checkbox"/> D. Other (attach memorandum)	
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Previous editions are obsolete

Page 2 of 2

ref Handbook 4065.1 Form HUD-2530 (2/2013)

<p>Instructions for Completing the Previous Participation Certificate, form HUD-2530</p> <p>Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.</p> <p>Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.</p> <p>Cardinally read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.</p> <p>Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FinHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.</p> <p>HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.</p> <p>Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.</p> <p>Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.</p> <p>Principals include all individuals, joint ventures,</p>	<p>partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.</p> <p>In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.</p> <p>Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.</p> <p>Exception for Corporations - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.</p> <p>Exemptions - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.</p> <p>Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:</p> <ul style="list-style-type: none"> • Projects to be financed with mortgages insured under the National Housing Act (FHA). • Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and 	<p>Handicapped).</p> <ul style="list-style-type: none"> • Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213. • Purchase of a project subject to a mortgage insured or held by the Secretary of HUD. • Purchase of a Secretary-owned project. • Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project. • Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more of proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more. • Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies. <p>Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.</p> <p>If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.</p> <p>Specific Line Instructions:</p> <p>Reason for submitting this Certification: e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.</p> <p>Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District Office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.</p> <p>Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract</p>	<p>identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.</p> <p>Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.</p> <p>Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."</p> <p>Block 5: Fill in the section of the Housing Act under which the application is filed.</p> <p>Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File..."</p> <p>Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.</p> <p>Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.</p> <p>Instructions for Completing Schedule A:</p> <p>Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FinHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.</p> <p>Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FinHA or state or local housing finance agency) that was involved.</p> <p>Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.</p>
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<p>Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.</p> <p>Column 5. Explain any project defaults during your participation.</p> <p>Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.</p> <p>Certification: After you have completed all other parts of</p>	<p>form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and</p> <p>a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.</p> <p>If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.</p> <p>Attach a signed statement of explanation of the items you have struck out on the certification. Item 2c. relates to felony convictions within the past 10 years. If you are convicted of</p>	<p>a felony within the past 10 years, strike out 2c. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.</p> <p>The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.</p> <p>Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.</p> <p>Public reporting burden for this collection of information is estimated to average 1 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.</p> <p>A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.</p>
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REFERENCES FORM

List references of projects with similar scope as described in Specifications Section

Owner's Information- Contact Name, Address, Phone	Project Scope	Project Location	Completion Date

Complaint Procedure Stated

List Number in Crew

SUB-CONTRACTOR FORM

If work is being performed by employees who are listed in the **List of Employees and Roles Form** for the General Contractor, place the General Contractors name in the **Name of Company Work Performed By** for that component of work.

List component and company name of work **not** performed by employees on the General Contractors List **of Employees and Role Form**. Include the number of projects successfully complete with each subcontractor.

Note: No subcontractors of the General Contractor are allowed, without prior consent of the owner, to hire another subcontractor for any part of the work which that subcontractor is contract to perform.

<u>Component of Work</u>	<u>Name of Company Work Performed By</u>	<u>Number of Projects Successfully Completed with your company</u>

BID FORM

TO: Housing Authority of Henderson
111 S. Adams Street
Henderson, KY 42420

Attention: Tina Belcher

FOR:

Tree Trimming, Tree Removal, Disposal, and Stump Grinding
Housing Authority of Henderson, Henderson, KY

FROM:

Name of Bidder

Address

Phone/Fax/e-mail

NOTES TO BIDDERS

- A. Submit signed bid with all required materials to have a complete and correct bid.
- B. **Bid Opening Date: September 29, 2022 Bid Opening Time: 10:00 a.m.**

Bid Amounts to **include** any/all Shipping and Delivery Costs.

Ladies and Gentlemen:

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Bid Documents, hereby submit the following bid:

BID FORM

Tree Trimming, Tree Removal, Disposal, and Stump Grinding -Housing Authority Wide
as specified in this packet of Bid Documents:

Total Price

\$ _____

_____ Dollars and _____ Cents (\$ _____).

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

TREE PROJECT LIST AND COLOR-CODED MAPS

Pink = Cut Tree and Grind Stump

Pink = Grind Stump

Yellow = Trim

Tree Trimming, Tree Removal, Disposal and Stump Grinding

List of Work Items

Color Coded Maps to accompany List

	<u>Building</u>	<u>Description</u>	<u>Trim</u>	<u>Cut and Grind</u>
			Yellow	Pink
Barret Center	111 S. Adams St	Washington St by sign		x
Lawndale	Maintenance Shop	Front of Building	x	
	1-A	Back of Building	x	
	2-A	Front Corner of Building		x
	11-A	Front of Building		x
	13-A	Back Corner of Building		x
	15-D	Front Corner of Building	x	
	19-A	Front of Building	x	
	20-A	Back Corner of building	x	
	23-A	Side Yard	x	
	23-A	Back of Building	x	
	24-F	Front Corner of Building		x
	25-B	Front of Building	x	
	26-D	Back Corner of Building	x	
	28-D	Front Corner of Building	x	
	29-A	Front of Building	x	
Dixon	4-A	Front of Building	x	
	5-D	Yard Between 5-6	x	
	6-A	Yard Between 5-6		x
	8-D	Front of Building	x	
	9-A	Side of Building	x	
	9-C	Front of Building	x	
	10-A	Front Side Yard	x	
	11-D	Front Side Yard	x	
	12-C	Front of Building	x	
	13-B	Front of Building	x	
	13-D	Front of Building	x	
	15-D	Front of Building	x	
	16-B	Front of Building	x	

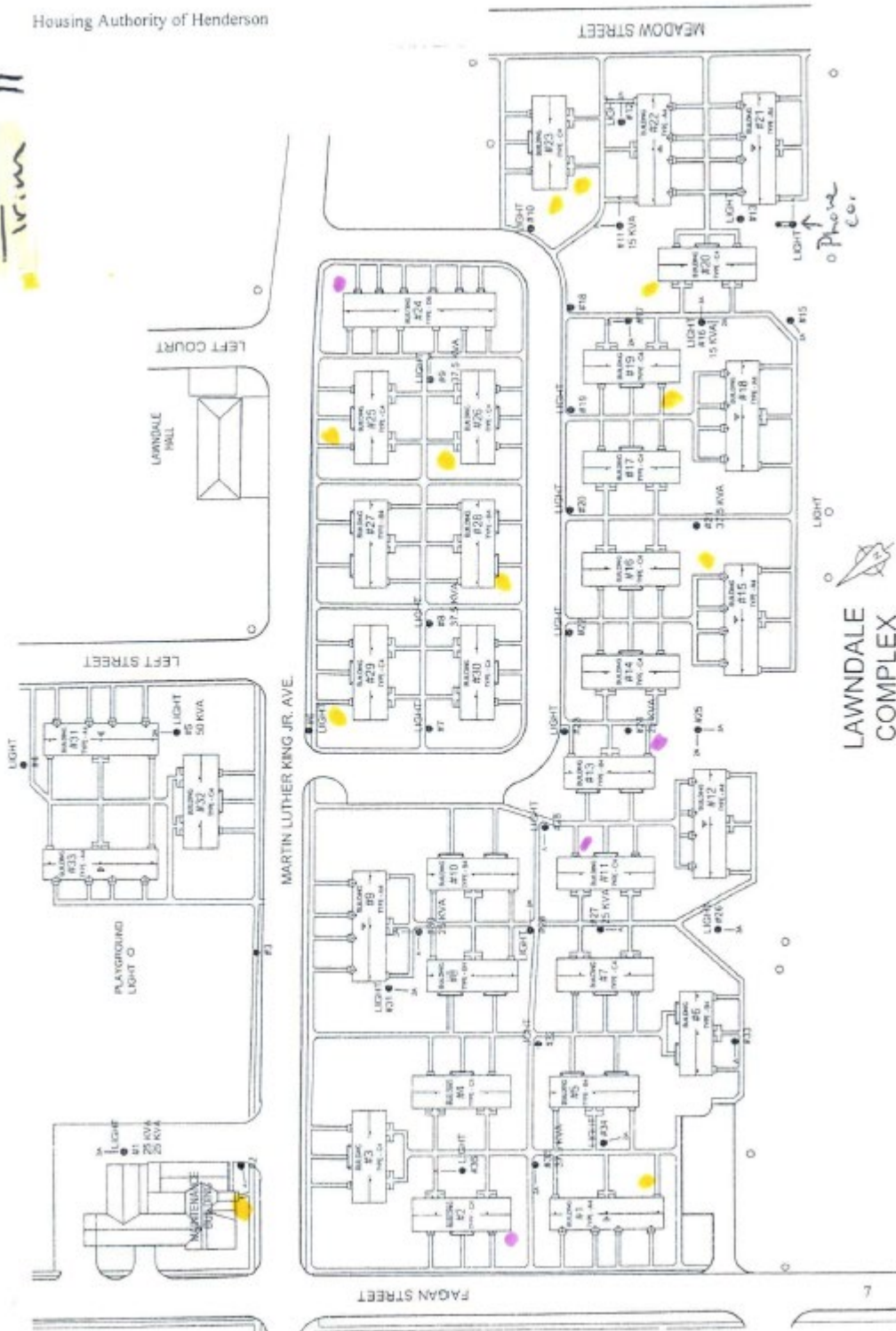
	<u>Building</u>	<u>Description</u>	<u>Trim</u>	<u>Cut and Grind</u>
			Yellow	Pink
Madison	1101	Side Yard	x	
	1107	Front of Building		x
	1115	Side Yard	x	
	1121	Front of Building	x	
	1123-A	Front of Building	x	
	1123-A	Side Yard		x
	1125	Front of Building	x	
	1129	Front of Building	x	
	1135-B	Front Corner of Building		x
	1137	Front Corner of Building	x	
	1139	Front Corner of Building	x	
	Playground Area	refer to map	x	
	Shelter Area	refer to map		x
Fagan Square	421C-D	Front of Building		x
	421-C	Back of Building	x	
	421-F	Front of Building	x	
	422-A	Side Yard	x	
	422-B	Front of Building	x	
	422-B	Side Yard	x	
	423-A	Front of Building	x	
	423C-D	Back of Building	x	
	423-F	Side Yard	x	
	424-D	Front of Building	x	
	424-F	Front Corner of Building	x	
	425-A Hall	Front of Building		x
	425-A-Laundry	Front of Building	x	
	Hall	Side Yard-right	x	
	426-A	Front of Building	x	
	426-C	Back of Building	x	
	426-F	Back of Building	x	
	Behind 426 at shop	Fence	x	
	Behind 426 and shop	Yard		x
	427-F	Front of Building		x
	428-D	Side Yard	x	
	429-A	Front of Building		x
	430-A	Side Yard		x
	430-D	Side Yard	x	

Dixon and Ingram	450-A	Back Corner of Building	x	
	450-A	Back of Building	x	
	450-E	Back of Building	x	
	450-F	Back of Building	x	
	452-A	Side Yard		x
	<u>Building</u>	<u>Description</u>	<u>Trim</u>	<u>Cut and Grind</u>
			Yellow	Pink
North Adams	740-A	Front of Building	x	
	740-D	Front of Building		x
	752-754	Front of Building	x	
Eighth Street Complex	8th St Hall	Front Corner of Building	x-8th	
		Front Corner of Building	x-8th	
		Front of Building-side	8th st ct	x
		Back Corner of building	8th st	x
	604-606	Front of Building		x
	608-610	Front of Building	x	
	608-610 and 750	Back of Buildings	x	
	610-612	Side Yard	x	
	614	Front of Building	x	
	622	Front of Building	x	
	628	Front Corner of Building	x	
	632	Back of Buildings		x
	636	Front of Building	x	
	638	Front of Building		x
	640	Front of Building	x	
	644	Front of Building		x
	648	Front of Building	x	
	648	Side Yard		x
	648	Side Yard		x
	654	Front of Building		x
	656	Front of Building		x
	658	Front of Building	x	
	660	Front of Building		x
	664	Front of Building		x
	Property edges	2 sets of 10 trees	x	
		both sides of 8th St.	x	
	661	Front of Building		x
	661	Front of Building		x
	659	Back of Buildings		x
	657	Front of Building	x	
	651	Front of Building	x	

	<u>Building</u>	<u>Description</u>	<u>Trim</u>	<u>Cut and Grind</u>
			Yellow	Pink
840 North Adams	by 101	Front of Building		x
	101-102	Front of Building		x
	104	Front of Building	x	
	105	Front of Building	x	
	110	Front of Building		x
	111	Front of Building		x
	134	Front of Building	x	
	141	Front of Building		x
	143	Front of Building	x	
	146	Front of Building	x	
	147	Front of Building		x
	148	Front of Building		x
	150	Front of Building	x	
	Park Area	Park Area-see map	x	
	Park Area	Park Area-see map	x	
	Park Area	Park Area-see map		x

Cut & Grind 4

Trim 11

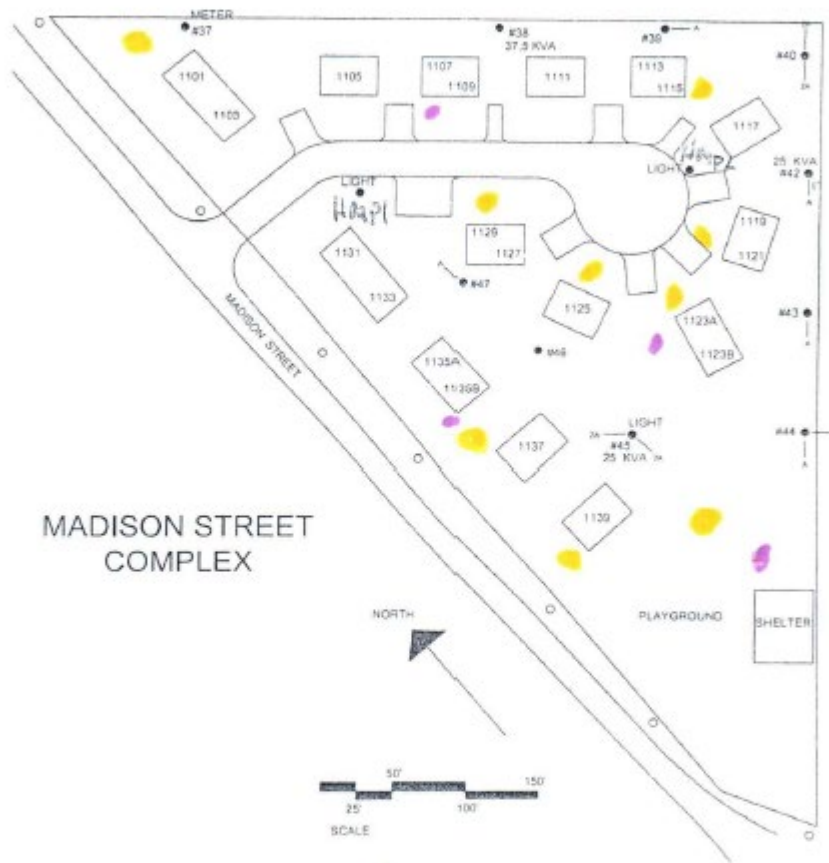


mix

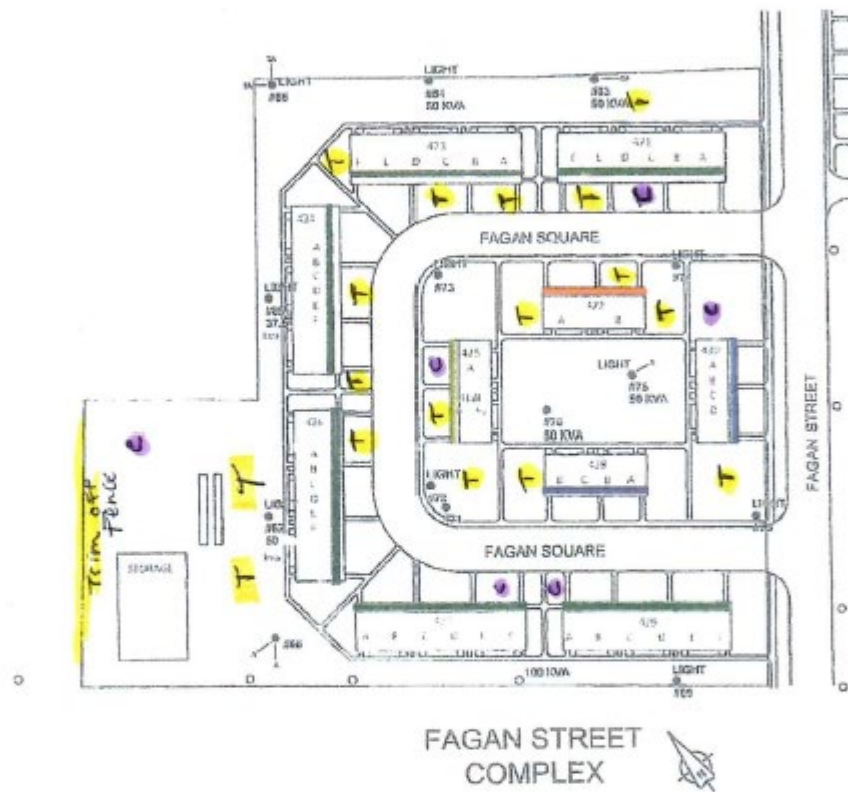


Cut Grind 4

Tran 9

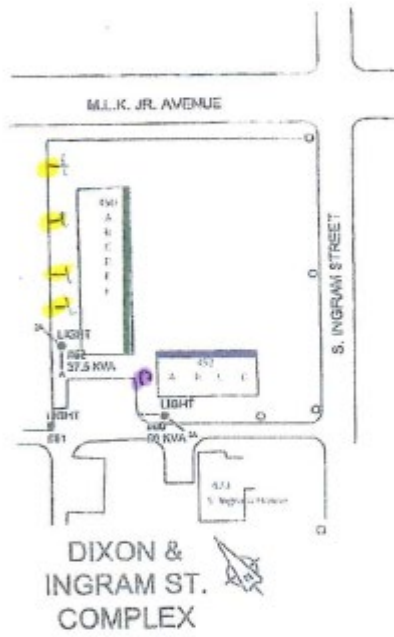


- Cut down stump grind 6
- Trim 17 plus fence area



Housing Authority of Henderson

- cut down stamp grind
- Trim



- Cut down 5 Temp ground 16
- Trim 36



cut down stump grindout 8
Trim 8

