Instructions to Bidders for Contracts
Public and Indian Housing Programs
U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
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 a 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 cont 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] —

[X] (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;

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

[X] (3) a 20 percent cash escrow;

[X] (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. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

(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 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.

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Portage Metropolitan Housing Authority

INVITATION TO BID

The Portage Metropolitan Housing Authority will receive sealed bids until 2:00 p.m., Wednesday, December 9, 2026, for the cleaning and removal of trash at our main office, Portage Landings (Kent), two (2) senior buildings (Ravenna), and one (1) commercial space (Ravenna), in accordance with specification and bid documents as prepared by the Portage Metropolitan Housing Authority.

Bids will be opened and read by the PMHA Staff at the PMHA Office, located at 2832 State Route 59, Ravenna, Ohio 44266 at 2:00 p.m., Wednesday, December 9, 2026.

Each bid shall be submitted on the prepared forms and shall be enclosed in an envelope, sealed, and addressed to the Portage Metropolitan Housing Authority, 2832 State Route 59 Ravenna, Ohio 44266. The name of the bidder shall be plainly marked on the outside of the envelope in the upper left-hand corner. The notation, "PMHA Cleaning Bid" shall be plainly marked on the outside of the envelope in the lower left-hand corner.

The successful bidder will be required to sign a two-year contract, listing price by year and by property. The Portage Metropolitan Housing Authority reserves the right to cancel this bid, or to reject any or all bids and to waiver any informality or irregularities in bids received whenever such rejection or waiver is in the best interest of the Housing Authority. The lowest and best bid will be selected by the PMHA.

PHMA is an Equal Opportunity Employer and follows Federal Equal Employment Opportunity requirements.

Interested bidders having questions or wishing to inspect any of the sites should contact Amy Bower at (330) 297-1489 extension 242. Bid documents may be viewed via our website, www.portagehousing.org.

By Order of the Portage Metropolitan Housing Authority

Amy M. Bower 11/5/2026

Amy M. Bower, Assistant Director Date

Portage Metropolitan Housing Authority

Scope of Work

CLEANING AND JANITORIAL SERVICES

SITE LOCATIONS

PMHA Office – 2832 State Route 59 Ravenna, OH 44266
Eastowne Manor – 777 Eastowne Dr Ravenna, OH 44266
Etna House – 219 ½ W. Main St Ravenna, OH 44266
Portage Landings- 170 & 221 Spaulding Dr, Kent, OH 44266
223 W Main St., Ravenna, OH 44266

The following is the outline of the project to be completed at the above-named site locations.

OVERALL PROJECT NOTES

1. Water, power, and restroom facilities are available on site.
2. Specifications below are to be performed at least daily during the work week.
3. All cleaning materials and supplies will be furnished by the Housing Authority.
4. Bidding contractors must view site to evaluate conditions.
5. Bids must be received by **December 9, 2026**.
6. All bids shall list a separate price for each specific property. Once bids are received it will be determined if all site locations will be included in the contract.

GENERAL SPECIFICATIONS: DAILY

1.Contractor shall be responsible for the overall appearance and cleanliness of all common areas, including foyers, main halls, lobbies, laundry rooms, and public restrooms.
2. Contractor shall be responsible for all common area trash removal.
3. Contractor shall be responsible for sweeping, vacuuming and/or mopping all common area floors.

4. Contractor shall be responsible for spot cleaning all common area windows and glass in doors.
5. Contractor shall clean all bathroom facilities daily.
    a. Toilets and bath sinks must be cleaned thoroughly daily.
    b. All common bathroom floors must be swept and mopped daily.

GENERAL SPECIFICATIONS: WEEKLY

Contractor shall:

1. Clean all glass in common areas, including foyers, conference rooms, and interview rooms.
2. Vacuum all common area hallways.
3. Sweep and mop all emergency exits, including stairs, treads, and stairwells (where applicable).
4. Dust all common area cabinets and furniture.
5. Clean and sanitize all community rooms (where applicable).
    a. Clean windows and sills, sweep, dust, and sanitize all tables and counters.
6. Clean all woodwork and moldings, cove base/floor trim.
7. Clean and sanitize all trash receptacles, including bins and chutes.

PROPERTY-SPECIFIC SPECIFICATIONS: DAILY

PMHA Office

Contractor shall:

1. Clean and sanitize lunchroom counters and tables, mop floors, and remove all trash.
2. Vacuum all common areas, including conference and interview rooms.
3. Mop all tile floors including the lobby, bathrooms, copy room, back exit, and Maintenance room.

Eastowne Manor and Etna House

Contractor shall:

1. Remove all trash from trash drops and place in dumpsters outside.
2. Clean all tenant mailboxes, as needed.
3. Clean and sanitize elevator.
    a. Sweep, mop, and wipe out floor tracks.

CONTRACTOR (OR SUBCONTRACTOR) MUST AGREE TO THE FOLLOWING:

a) Contractor (or subcontractor) shall not to smoke near the site as all Public Housing sites are Smoke Free.

b) Contractor (or subcontractor) must agree to the Drug Free policy.
c) Contractor agrees to hold harmless the PMHA for any injuries or accidents suffered as a result of his own negligence or poor judgment of its employees in the execution of their work and additionally agrees to assume those obligations and liabilities customarily assumed by one holding a position as an Independent Contractor (Subcontractor).
d) Contractor agrees to contact the PMHA, in advance, if a completion date cannot be met.
e) Contractor hereby agrees that it is an Equal Opportunity Employer and all employees are hired without regard to their race, color, age, creed, sex, handicap or national origin.

Contractor is responsible for all permits, inspections, and licensing.

For more information, please contact:

Amy Bower
Phone: (330) 297-1489 ext. 242
Email: abower@portagehousing.org

BIDDER'S PROPOSAL FORMAT

(On Bidder's Letterhead)

Portage Metropolitan Housing Authority
2832 State Route 59
Ravenna, Ohio 44266

Director:

In response to your Invitation to Bid for the furnishing of all labor, material, and equipment for the cleaning of the designated sites in Ravenna, Ohio. I am pleased to submit the following:

BID PRICE SHEET
BIDDER'S QUALIFICATION FORM
EMPLOYMENT UTILIZATION REPORT
AFFIDAVIT OF MINORITY OR WOMAN BUSINESS ENTERPRISE
MINORITY BUSINESS UTILIZATION COMMITMENT
E E O/AFFERMATIVE ACTION POLICY STATEMENT
NONCOLLUSIVE AFFIDAVIT
DRUG FREE AND ALCOHOL FREE WORKPLACE POLICH FOR CONTRACTORS

I understand that my quoted price is our maximum price and terms will be held for and fixed for a period of forty-five (45) days from the closing date of receipts for bids.

I hereby certify that I have read and understood the provisions stated above, including the construction contract, and that if this proposal is selected, I agree to comply and assure that any subcontractors I employ will comply with the requirements of the Contract and General Work Requirements.

Sincerely,

Bidder _____

By _____

Title _____

Date _____

BIDDER'S PRICE SHEET

The undersigned, having examined the Bid Documents and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, for that portion of the work identified as "Base Bid", for the stipulated "Lump Sum"

of_____

_____Dollars ($_____)

MONTHLY TOTAL $_____

****

The undersigned understands that the award of this contract is based on the total price of the **"Lump Sum."**

The undersigned understands and agrees to comply with and be bound by Instructions to Bidders and General Conditions issued for this work.

The undersigned acknowledges receipt of Addenda number (if any) _____

BIDDER _____

BY _____

TITLE _____

ADDRESS _____

_____

PHONE _____

LICENSES TYPE & NUMBER _____

TYPE OF BUSINESS ENTITY:_____
(Corporation, Partnership, Individual, etc..)

Federal I.D. or Social Security #_____

President of Corporation:_____

Secretary of Corporation:_____

Corporation is organized under laws of the State of:_____

BID DATED THIS_____DAY OF_____2024

BIDDER'S QUALIFICATION FORM

References

(Please list at least 3)

1. Name:_____Phone:_____

   Address: _____

2. Name:_____Phone:_____

   Address: _____

3. Name:_____Phone:_____

   Address: _____

The following signature attests to the accuracy of the information given above and permits the PMHA to contact the cited references.

_____

Bidder's Signature Title Date

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

Compliance Agency..... U.S. Government agency assigned responsibility for equal employment opportunity, (Secure this information from the contracting officer.)

Federal Funding Agency ..... U. S. Government agency funding project (in whole or in part). If more than one agency, list all.

Contractor… ..... Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.

Minority.....Includes Blacks, Hispanics, American Indians. Alaskan Natives, and Asian and Pacific Islanders – both men and women.

1. Covered Area.....Geographic area identified in Notice required under 41 CFR 60-4.2.

2. Employer's Identification Number..... Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).

3. Current Goals (Minority & Female)… .....See contract Notification.

4. Reporting Period .....Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.

5. Construction Trade… .....Only those construction crafts which contractor employs in the covered areas.

6. Work-Hours of Employment (a-e)…..... a. The total number of male hours and the total number of female hours worked by employees in each classification.
   b. – e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classifications.

   Classification .....The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)

7. Minority Percentage ..... The percentage of total minority work-hours of all work-hours (the sum of columns 6b,6c,6d, and 6e divided by column 6a; just one figure for each construction trade).

8. Female Percentage.....For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F.

9. Total Number of Employees.....total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.

10. Total Number of Minority Employees .....total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

MINORITY BUSINESS UTILIZATION COMMITMENT

It is the goal of the Portage Metropolitan Housing Authority that at least twenty percent (20%) of the total of its contracts be expended for bonafide minority business enterprises. For purpose of this paragraph, the terms “minority business enterprise” means a business at least fifty percent of which is owned by minority group member or, in the case of publicly owned businesses, at least fifty-one percent of the stock of which is owned by minority group members. For purposes of the preceding sentence, “minority group members” are citizens of the United States who are Black, Orientals, Spanish-speaking people, Indians, Eskimos, Aleuts or South Sea Islanders.

If the twenty percent minority business utilization cannot be met, a waiver shall be granted by the Board of Commissioners upon recommendation of the director. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform sub-contracts or furnish supplies beyond those already specified in the contract bid) are unavailable in the market area of the project to enable meeting the twenty percent minority business enterprise goal.

The contractor further agrees to furnish to the owner (unless the above described waiver has been granted) reports on minority business enterprise utilization after award and at forty percent completion of the project.

Failure to comply with the Minority Business Enterprise Assurance will not be grounds for the forfeiture of a bid bond so long as a good faith compliance cannot be obtained, the bidder shall furnish written evidence to justify a finding of good faith compliance.

In light of the above, the Board of Commissioners will still award to the lowest and best bid.

This Agreement will become part of each contract proposed by the Portage Metropolitan Housing Authority in excess of ten thousand dollars ($10,000.00). (Non-Exempt Contracts)

_____

Signature of Contractor

) AFFIDAVIT OF MINORITY OR WOMAN
PORTAGE METROPLITAN) SS
HOUSING AUTHORITY) BUSINESS ENTERPRISE

I hereby declare and affirm that the following firm is a :

_____Minority Business Enterprise

_____Woman Business Enterprise

and that the following information about the firm is correct to the best of my knowledge and belief.

1. Name of Firm _____
2. Full Address _____
3. Telephone Number _____
4. Form of Business Organization: ___Sole Proprietorship ____Partnership

   ____Corporation ____Joint Venture ___Other (Specify) _____
5. a.) Date Business Formed _____ b.) Federal ID No. _____
6. Nature of Business _____
7. List principals of firms including, as appropriate, all officers, directors, managers, and shareholders:

NAME	MINORITY	(CHECK) FEMALE	% OF OWNERSHIP	DATE OF OWNERSHIP
A) _____	_____	_____	_____	_____
B) _____	_____	_____	_____	_____
C) _____	_____	_____	_____	_____
D) _____	_____	_____	_____	_____

8. This firm is an independent business. The minority of female owners possess the power to direct or cause the direction of management and policies of the business, and make day to day major decisions of matters of management, policy, and operations.

_____
Affiant

_____
Title

Sworn to before me and subscribed in my presence this _____Day of _____, 20__.

_____
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of_____to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex or national origin. The corporation is basically committed to this policy by our status as a Federal Government contractor. We are far more strongly bound to the policy by the fact that adherence to the principles involved is the only acceptable American way of life. Therefore, this corporation will take affirmative action to ensure that we will: (1) recruit, hire and promote all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bonafide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social and recreation programs will be administered without regard to race, color, religion, sex or national origin, except where sex is a bonafide occupational qualification.
Additionally_____Inc.intends full compliance with Handicapped and Veteran Affirmative Action requirements.

The successful achievement of a nondiscriminatory employment program requires a maximum of cooperation between management and employees. In fulfilling its part in this cooperative effort, management is obliged to lead the way by establishing and implementing affirmative procedures and practices which will ensure our objective, namely equitable employment opportunity for all. Minority and Female employees are encouraged to participate in all company opportunity area.

I have designated the (General Superintendent) to be assisted by the (Project Superintendent), to direct the establishment of and to monitor the implementation of personnel procedures to guide our affirmative action program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal employment opportunity area.

Supervision has been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria. It shall be a responsibility of supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

Signature: _____

Title: _____

Date:_____

NOTE: Prime and Subcontractors with contracts of $500,000 or more, must designate in their policy statement the liaison officer who will administer the Contractor's "Minority Business Enterprise Program."

NONCOLLUSIVE AFFIDAVIT

State of Ohio

County of _____

_____being first duly sworn, deposes and says:

That he is _____of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or 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 over the Portage Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

_____
Bidder, Partner, Officer

Portage Metropolitan Housing Authority
2832 STATE ROUTE 59
RAVENNA, OHIO 44266
(330) 297-1489

DRUG FREE AND ALCOHOL FREE WORKPLACE POLICY FOR CONTRACTORS

The Federal Government recently enacted a law, the Drug-Free Workplace Act of 1988, which covers all agencies dealing directly with Federal Government. Portage Metropolitan Housing Authority is a grantee under this law. PMHA has established some definite steps in order to make a "Good Faith Effort" in maintaining a drug-free and alcohol free workplace not only in the housing authority, but also with agencies dealing with the housing authority. PMHA is requesting that all contractors and subcontractors adopt a policy statement prohibiting unlawful controlled substances, their use, possession, manufacture, distribution, or sale, and require the notification of any employee convicted for illegal drug offense in the workplace.

Illegal drugs and alcohol in the workplace are a danger to everyone. PMHA will not tolerate the illegal use and now by law, we cannot.

ALL CONTRACTORS, SUBCONTRACTOS, AND EMPLOYEES OF SUCH ARE ABSOLUTELY PROHIBITED FROM UNLAWFULLY MANUFACTURING IN THE WORKPLACE. THIS INCLUDES ALCOHOL IN ANY FORM.

Any contractor and their employees or subcontractors violating the above policy while working on a PMHA site, will be subjected to termination and all cost incurred.

Contractors and subcontractors are so warned that they are responsible for the information contained herein and passing on this information to all applicable parties.

==========

CERTIFICATION

I, _____Certify that I am the Owner of _____and Services We have been accepted as a contractor/subcontractor and that we will comply with the Drug-free Workplace Act of 1988.

By:_____

Title:_____ Date: _____

Cleaning Agreement

This agreement is made and entered into between_____(Contractor) and the Portage Metropolitan Housing Authority (PMHA) as follows:

The contractor does agree with PMHA for the amount of $_____to be paid in bi-monthly installments of $_____each.

PMHA has accepted this agreement for cleaning services from the contractor as follows:

1.) The purpose of this agreement is to provide cleaning services for common areas of the following:
PMHA Central Office - 2832 State Route 59, Ravenna, Ohio 44266
Eastowne Manor – 777 Eastowne Drive, Ravenna, Ohio 44266
Etna House – 219 ½ West Main Street, Ravenna, Ohio 44266
Portage Landings – 170 & 221 Spaulding Drive, Kent, Ohio 44240
2.) All cleaning will be performed per the attached scope of work.
3.) This agreement shall remain in effect from _____ through _____.
4.) This agreement is terminable by PMHA for cause given to Contractor, without prior notice, or terminable by either party with or without cause, upon (30) days written notice.
5.) PMHA is to furnish all materials to complete cleaning services.
6.) Contractor is to provide PMHA with a written report of repairs observed during course of cleaning.
7.) Contractor must assure that all windows and doors are secured and locked when leaving building.
8.) Contractor agrees that there will be No Smoking by any of his/her employees.
9.) Contractor agrees to hold harmless the PMHA for any injuries or accidents suffered as a result of his own negligence or poor judgment of its employees in the execution of their work and additionally agrees to assume those obligations and liabilities customarily assumed by one holding a position as an Independent Contractor.
10.) Contractor will provide PMHA with a list of employees entrusted with a PMHA key.
11.) Contractor hereby agrees that it is an Equal Opportunity Employer and all employees are hired without regard to their race, color, age, creed, sex, handicap or national origin.

Sample of Contract

Amount of Contract: _$_____ ($_____)
To be paid in bi-monthly installments of $_____

IN WITNESS WHEREOF, instrument is dated this _____day of _____.

In the presence of:
CONTRACTOR:
By: _____
(Owner Signature)
ADDRESS: _____

_____
PORTAGE METROPOLITAN HOUSING AUTHORITY
By: _____
(Executive Director)

Attachment A

EEO CLAUSE

The contractor will post and maintain notices provided by the Portage Metropolitan Housing Authority setting forth the provisions of the non-discrimination clause.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employees, and the 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, the following: Employment, upgrading, demotion or transfer, recruitment or agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, 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.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

   The contractor verifies that the facilities to be utilized in the performance of this Contract are not listed by the Environmental Protection Agency (EPA) pursuant to 40 CFR 1520.

The contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42USC 1857C-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33USC 1318) relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.

The contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

The contractor will include the above three paragraphs plus this on in every subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

SECTION 3 CLAUSE

1. Every contract or agreement for a grant, loan subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued hereunder prior to approval of its application for assistance for a Section 3 covered project.

2. Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Ace of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice inconspicuous places available to employees and applicants for employment of training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

SECTION 3 COMPLIANCE NOTICE

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, 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 shall, to the greatest extent feasible, be directed to low-and very-low income persons, particularly persons who are recipients of HUD housing assistance.

Those who will be parties to the contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. Specific Section 3 obligations are found in the Construction Contract, contained in this bid package. A summary of the requirements, and compliance assistance offered by the PMHA is given below.

Summary of Requirements

1. The contractor agrees to send to each labor organization, with which the contractor has a collective bargaining agreement, if any, a notice advising the labor organization 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; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person taking applications for each of the positions; and the anticipated date the work shall begin.

2. The contractor agrees to include this Section 3/Clause in every subcontract covered by this project and agrees to take appropriate action, as provided in the Clause, upon a finding that the subcontractor is in violation. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of 24 CFR part 135.

3. The Contractor shall 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 or 24 CFR part 135 require employment opportunities to be directed, were not filed to circumvent the contractor's Section 3 obligations. Noncompliance may result in sanctions, termination of the contractor for default, and debarment or suspension from future HUD assisted contracts.

PMHA Assistance

The PMHA will assist the contractor fulfill his Section 3 requirements by establishing a list of interested and potential employment applicants from its pool of PMHA housing program participants. The PMHA will inform residents of this construction opportunity contractor, the scheduling of interviews with the residents.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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