

## INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The Housing Authority of Prince Georges County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of Housing Authority of Prince Georges County until One o'clock p.m., Eastern ST/SDT, Friday, August 17 20 18, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Eric C. Brown, Executive Director at 9200 Basil Court, Suite 500 Largo, Maryland 20774 and designated as bid for

IFB 2018-10 Kitchen and Bath Improvements Cottage City Community.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity and Affidavits regarding E-Verify. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.
3. Subcontracts: The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract:
  - a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and
  - b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity and Affidavits regarding E-Verify. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
4. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
5. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner

all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. **Bid Security**: Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check on a solvent bank may be used in lieu of a bid bond.
7. **Liquidated Damages for Failure to Enter into Contract**: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
8. **Time of Completion and Liquidated Damages**: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 100 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 150 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
9. **Conditions of Work**: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
10. **Addenda and Interpretations**: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Michael Jackson at m.jackson2@co.eg and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the data fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so insured shall become part of the contract documents.
11. **Security for Faithful Performance**: Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
12. **Power of Attorney**: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
  - a. Inspection and testing of materials
  - b. Insurance requirements
  - c. Wage rates
  - d. Stated allowances
14. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
15. Method of Award - Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in the numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. All alternates, both additive and deductive, must be taken in the numerical order in which they are listed in the Form of Bid.
16. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.
  - a. Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.
17. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
  - a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
  - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - c. Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job

site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

- d. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour) course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

## COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS

### BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government, which requires contracting for construction or facility improvement, shall follow its own requirements relating to bid guarantees, and performance bonds, except for contracts or subcontracts exceeding \$25,000 and payment bonds for contracts exceeding \$50,000. For contracts or subcontracts exceeding \$25,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. 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.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. IF CONTRACT PRICE EXCEEDS \$50,000. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto  
\_\_\_\_\_ as owner in the penal sum of \_\_\_\_\_ for  
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof to enter into a  
contract in writing, for the \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)

Principal

SEAL

By:

# BID FOR LUMP SUM CONTRACTS

Place \_\_\_\_\_

Date \_\_\_\_\_

Project No. \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") \* a corporation, organized and existing under the laws of the State of \_\_\_\_\_, \* a partnership, or an individual doing business as \_\_\_\_\_.

To the \_\_\_\_\_ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a \_\_\_\_\_ having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice of Proceed" of the Owner and to fully complete the project within \_\_\_\_\_ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ \_\_\_\_\_ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Insert corporation, partnership, or individual as applicable.

BASE PROPOSAL: Bidder agrees to perform all of the \_\_\_\_\_ work described in the specifications and shown on the plans for the sum of \_\_\_\_\_

(\$ \_\_\_\_\_) (Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern).

Alternates, both additive and deductive, must be taken in the numerical order in which they are listed.

ALTERNATE PROPOSALS:

Alternate No. 1: \_\_\_\_\_

Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

Alternate No. 2: \_\_\_\_\_

Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

Alternate No. 3: \_\_\_\_\_  
Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

Alternate No. 4: \_\_\_\_\_  
Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

**UNIT PRICES:**

Bidder agrees to perform all the \_\_\_\_\_ work described in the specifications and shown on the plans, for the following unit price:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Description</u>	<u>Unit Price (Each)</u>	<u>Total</u>
1	_____	_____	_____ Dollars & Cents (\$____)	_____ Dollars & Cents (\$_) (\$____)
2	_____	_____	_____ Dollars & Cents (\$____)	_____ Dollars & Cents (\$_) (\$____)
3	_____	_____	_____ Dollars & Cents	_____ Dollars & Cents

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Paragraph 13 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of \_\_\_\_\_ calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by Paragraph 22 of the General Conditions. The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become, in the event the contract and bond are not executed within the time above set forth, as liquidates damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(SEAL -- if bid is by a corporation) By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Business Address and ZIP Code

## BIDDER QUALIFICATIONS

**Firm Name:** \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address) (City, State, Zip Code)

\_\_\_\_\_  
(Phone Number) (Fax Number) (E-mail)

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

**Construction Capabilities:** (Check all that apply)

- |  |                                       |                                      |
|--|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> General Contracting | <input type="checkbox"/> Electrical   | <input type="checkbox"/> Plumbing    |
| <input type="checkbox"/> HVAC                | <input type="checkbox"/> Demolition   | <input type="checkbox"/> Earthmoving |
| <input type="checkbox"/> Asbestos Abatement  | <input type="checkbox"/> Other: _____ |                                      |

**For Corporations Only:** \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Name of State(s) in which incorporated: \_\_\_\_\_

Date(s) of incorporation: \_\_\_\_\_

If not incorporated in Missouri:

4. Attach Certificate of Authority to do Business in Missouri

5. Certificate Number: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(President's Name)

\_\_\_\_\_  
(Vice-President's Name)

\_\_\_\_\_  
(Secretary's Name)

\_\_\_\_\_  
(Treasurer's Name)

**For Partnerships Only:** \_\_\_\_\_ Date of Organization: \_\_\_\_\_

Type of Partnership:  General  Limited  Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. \_\_\_\_\_  
(Name) (Address) (City, State, Zip Code)

2. \_\_\_\_\_  
(Name) (Address) (City, State, Zip Code)

**General Information:** \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ or SSN: \_\_\_\_\_

Percent of work done by Contractor: \_\_\_\_\_ Number of Permanent Employees: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

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Geographical limits of operation: \_\_\_\_\_

If you have done business under a different name, please give name and location: \_\_\_\_\_

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

\_\_\_\_\_

**Date:** Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Signatures:** |

Individual                       Partnership                       Joint Venture                       Corporation

Business Name: \_\_\_\_\_

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

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

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

Federal ID Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Incorporated under the laws of the State of:

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Corporate Secretary's Signature and Seal)

\_\_\_\_\_  
(Typed or Printed Name of Signor)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Partner/Joint Venture Signature)

\_\_\_\_\_  
(Typed or Printed Name of Signor)

Subcontractor \_\_\_\_\_  MBE  WBE  Section 3

Address \_\_\_\_\_ Bid Amount \_\_\_\_\_

Trade or Supplier \_\_\_\_\_

Bid Accepted:  Yes  No If No, explain \_\_\_\_\_

**Section 3: Hiring of Additional Workers**

I will be hiring additional workers to complete this activity.

I will *not* be hiring additional workers to complete this activity.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contract's bid documentation. If new positions will be filled, please complete:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers				
Plumbers/Pipefitters				
Masons				
Other:				
Other:				

\*Attach copies of program and apprentice certifications by the Missouri or U.S. Bureaus of Apprenticeship and Training.

**Certification**

In Witness Whereof, Contractor has executed his certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor Name \_\_\_\_\_

Federal ID \_\_\_\_\_ DUNS \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety) hereinafter

called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which  
(Number)

shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

Principal

\_\_\_\_\_

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

Surety

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ATTEST:

_____	BY _____
Witness to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a, hereinafter called Principal, and (Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the CONTRACT or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which  
(Number)

shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

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\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness to Surety

BY \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



**IFB No. 2018-10 Kitchen & Bathroom Renovation  
Project at Cottage City**

Dated: July 11, 2018

**Bid Form**

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

From: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

To: Ho using Authority of Prince George's County

9200 Basil Court, Suite 500

Largo, Maryland 20774

I, the undersigned contractor, have reviewed **IFB No. 2018-10** and understand the extent and character of the work to be completed as described.

I propose to furnish all labor, materials, and equipment necessary to accomplish the work, as listed in the above documents, for the properties located at

**LOCATION 1 - Cottage City Community -4142 Bunker Hill Road, Cottage City, MD 20722**

**to include ten (10) One Bedroom Units to include Four (4) Accessible units**,

For the sum of \_\_\_\_\_ Dollars (\$ ).

I will commence the work within ten(10) calendar days from the date the notice to proceed is received and will complete the work within 100 calendar days after starting the work.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

THIS BID MUST HAVE A BREAKDOWN OF YOUR ESTIMATE ATTACHED.

IFB No. 2018-10 Kitchen & Bathroom Renovation Project at Cottage City				
		Unit Cost	LOCATION 1	LOCATION 2
<b>DIVISIONS.</b>				
<b>DIVISION 2 - SITEWORK</b>				
<b>DIVISION 5 - METALS</b>				
5.1	Railings			
5.2	Other Steel Work			
	Medicine cabinet w/Mirror Allowance : \$200.00 ea			
	Medicine cabinet w/Mirror Tilt (ADA) Allowance : \$200.00 ea			
<b>DIVISION 6 - WOOD &amp; PLASTIC</b>				
6.1	Millwork Allowance : \$			
6.2	Installation Kitchen Cabinets & Tops			
	Installation Kitchen Cabinets & Tops (ADA)			
6.3	Bathroom Vanity & Tops Allowance : \$ 500.00			
	Sink only (ADA)			
6.4	Rough Carpentry			
	Required blocking for Grab Bars			
	WINGITS Mfr #: RC-RESGBW35-2			
6.5	Finish Carpentry			
	1x12 wood shelving and cleats			
<b>DIVISION 7 - THERMAL &amp; MOISTURE</b>				
7.3	Caulking & Sealants			
<b>DIVISION 8 - DOORS &amp; WINDOWS</b>				
8.1	Exterior doors, Frames & Hardware			
8.2	Interior Doors, Frames & Hardware			
	Masonite Prehung Hollow Core 6-Panel Int. Door 30-in x 80-in w/Privacy lockset : <b>BEDROOM</b>			
	Masonite Prehung Hollow Core 6-Panel Int. Door 36-in x 80-in w/Privacy lockset : <b>BATHROOM</b> 504 Unit			
	<b>Closet Doors</b>			
	4- (Primed) Solid Core 6-Panel Slab Interior Door 30-in x 80			
	2-(Primed) Solid Core 6-Panel Slab Interior Door 36-in x 80			
	1- (Primed) Full Louver Pine Bi-Fold Closet Int. Door 24-in x 80			

	<b>DIVISION 9 - FINISHES</b>			
9.1				
9.2				
9.3				
9.4	New Ceramic Tile & Grout			
	<b>Wall Tile</b> - Daltile Finesse Bright White 6 in. x 6 in. Ceramic Wall Tile (12.50 sq. ft. / case) Model # FE0166HD1P			
	<b>Wall Tile ACCENT</b> -Daltile Sandalo Serene White 6 in. x 6 in. Glazed Ceramic Wall Tile (12.5 sq. ft. / case) Model# SW90661P2			
	Shower surround 6" 60 sf			
	Flooring (bath room) 2" 53sf			
	Kitchen Backsplash6" 25sf (OPTIONAL)			
	<b>Floor Tile and Backsplash</b> - Model # WD1022HC1Y2 American Olean Weddington Russet Uniform Squares Mosaic Ceramic Floor and Wall Tile			
	Marble threshold 36"			
9.5				
9.6	<b>Vinyl Composition Tile</b> 600 SF + 90 SF 15% Armstrong VCT Fortress White Product # 51839			
	<b>Planks - Brazilian Forest</b> 600 SF + 90 SF 15% <b>36 in. x 6 in. Vinyl Tile</b> Product Number D2422 Armstrong Collection Natural Living			
9.7	<b>Painting</b> Main -Color <b>SW 0051 Classic Ivory Interior</b> Bath Room - <b>SW 8917 Shell White</b> – Trim - <b>SW 7102 White Flour</b>			
	SW 0051 Classic Ivory Interior			
	<b>DIVISION 10 - SPECIALTIES</b>			
10.1	Mail Box & House #'s			
10.2	Bathroom Accessories (To include safety grab bars) Allowance : \$ 650.00 ea			
10.3	Wire Closet Shelving & Poles			

	Allowance : \$ 30.00 LF			
	Wood painted 1x 12 shelving with cleats			
	<b>DIVISION 11 - EQUIPMENT</b>			
11.1	Appliances Installation ENERGY STAR RATING			
	Refrigerator Allowance : \$ 550.00 ea			
	Electric range Allowance : \$ 550.00ea			
	Garbage Disposal Allowance : \$ 110.00 ea			
	Exhaust fan			
	Range Hood			
	<b>DIVISION 15 - MECHANICAL</b>			
15.1	Plumbing Work			
	Kitchen Sink and faucet Allowance : Elkay 22-in x 25-in Stainless Single-Basin Drop-In Kitchen Sink Model # K125223 Three Hole - 6" Depth - 22 Gauge - Center Drain - Satin Finish - Sound Deadening Bottom - Integrated Mounting System - Standard 3-1/2" Drain  BRASS CRAFT CRI9C ANLE STOPS, SI- 20A BRAIDED STAINLESS SSTEEL SUPPLIES AND 649SS ESCUTCHEONS, KEENEY 461XF-6 CAST BRASS TRAP			
	Kitchen Sink offset ADA and faucet Aspen® 25W x 22"L ADA Single Bowl Stainless Steel Sink - Three Hole - 6" Depth - 21 Gauge - Rear Right Drain - Satin Finish - Integrated Mounting System - ADA Compliant - Sound Deadening Bottom - Standard 3-1/2" Drain - Mfg #GE125213  -BRASS CRAFT CRI9C ANLE STOPS, SI- 20A BRAIDED STAINLESS SSTEEL SUPPLIES AND 649SS ESCUTCHEONS, KEENEY 461XF-6 CAST BRASS TRAP			
	<b>Vanity with Drop-in Sink and Faucet : BOWL INTEGRAL PART OF COUNTERTOPW/CABINET</b>			
	<b>Seasons® Wall Hung Lavatory Sink White China Manufacturer Part Number 13-0010ADA White China Wall Hung Lavatory - 17-3/8 x 19-1/8" - 4" Centers - Front Overflow ADA</b>			
	Bath tub replace Bootz® Enameled Steel Bathtub - Right-Handed Drain - Self- Leveling For Easy Install - White - 5' Standard Design - 60W x			

	30D x 14-1/4"H - Mfg #011-2364  Watco® 1-Hole Overflow Plate Bath Waste Half-Kit Push-Pull Schedule 40 PVC CP			
	Shower Fixtures Allowance : Delta® Activtouch Slide Bar Hand Shower - Chrome Finish - Nine-Setting Hand Shower - Features Touch-Clean® Spray Holes - 60" - 82" Stretchable Metal Hose - 28" Wall Bar W/Adjustable Slide - Push Button Spray Selection - 2.5 GPM @ 80 PSI - Mfg #51504			
	Toilet 2-piece 1.28 GPF Elong. White ADA Toilet Mansfield Alto Complete Elongated Smart Height 1.28 GPF Toilet In A Box Mansfield® Alto® 1.28 GPF Elongated Comfort Height Toilet-In-A-Box - All-In-One Kit Includes Toilet Tank, Bowl, Seat, Flange Bolts And Wax Ring - SmartHeight™ Bowl For Maximum Comfort And ADA Compliance - - Made In USA - Mfg #4137 BRASS CRAFT CR19C ANGLE STOP, 649SS ESCUTCHEON AND S1-12DL STAINLESS STEEL BRAIDED SUPPLY CONNECTOR.			
	Kitchen Faucet Delta® Foundations Core-B Single Handle Kitchen Faucet - Chrome Finish - Washerless Function - 1.8 GPM @ 60 PSI - Less Spray - Mfg #B1310LF			
	Bath Faucet Delta® Foundations Core-B Single Handle Bath Faucet - Drilled For Pop-Up - Chrome Finish - Washerless Function - 1.2 GPM @ 60 PSI -Mfg #B501LF -BRASS CRAFT · CR19C ANGLE STOPS, 51-12A BRAIDED STAINLESS STEEL SUPPLIES AND 649SS ESCUTCHEONS, KEENEY 5700PC OFFSFT TYPE GRID DRAIN AND 5463XPC CAST BRASS TRA			
	Plumberex Pro-Extreme™ Sink Tubular ADA Cover Under Sink Protector Fits Brass/Plastic1-1/4" And 1-1/2" P-Traps - ADA 4.19.4 And ANSI 117.1 Compliant - Made In USA - Meets All Plumbing Codes Mfg #x4333			
	HVAC			
	<b>DIVISION 16 - ELECTRICAL</b>			
	Electrical Systems			
	Lighting fixtures Allowance : \$ 200.00			

	Fire Alarm Systems			
	Smoke Alarm AL( HAPGC PROVIDED)			
	15 Amp Circuit Guard Pro Lighted GFCI - White Hubbell 15 Amp Circuit Guard® Lighted GFCI Duplex - With Wall Plate - White - Mfg #GF15WLA			
	15 Amp Single Pole Wall Switch - White - Package Of 10 Mfg #336406 120 Volt - Single Pole - Wired - Use With Copper WireOnly -			
	15 Amp Decorator Receptacle - White - Package of 10 Part #: 336403			
	<b>DIVISION 17 - ASBESTOS AND / OR LEAD ABATEMENT</b>			
	Asbestos Abatement			
	Lead Paint Abatement			
	<b>DIVISION 18A - ALLOWANCES</b>			
	Allowance At Owners Discretion			
	<b>DIVISION 18B - GENERAL CONDITIONS</b>			
	General Conditions			
	Final Cleaning			
	Job Superintendent			
	General Liability Insurance			
	<b>DIVISION 18C - OVERHEAD/PROFIT &amp; PERMIT FEES</b>			
	Overhead & Fees			
	<b>BID- IFB No. 2018-10 Kitchen &amp; Bathroom Renovation Project at Cottage City Community</b>			
	TOTAL CONSTRUCTION COST Unit			
	LOCATION 1 (5 UNITS) TOTAL CONSTRUCTION COST			
	LOCATION2 (5 UNITS) TOTAL CONSTRUCTION COST			
	LOCATION 1 & 2 (10 UNITS) TOTAL CONSTRUCTION COST			

## **SCOPE OF SERVICES**

- 1.1 The HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY is soliciting bids for the renovation/repair of ten (10) 1BR Dwelling Unit housing units. The work under this IFB shall be performed at the Cottage City Community 4142 Bunker Hill Road, Cottage City, MD 20722 and shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals, and performing all work necessary for the renovation of kitchen, baths, and flooring of ten (10) residential units to include two (4) fully accessible residential units and associated improvements in strict conformance with all of the Contract documents. The work is to include the painting of each unit. All walls shall be cleaned, patched and painted. This work is being financed, in whole or in part, through grants provided by the Prince George's County Community Development Block Grant (CDBG) the Housing and Urban Development, **Davis-Bacon labor standards** will apply.

### **GENERAL**

#### **1. PAINTING**

Contractor to include all materials labor and tools. Prepare and evenly apply 2 coats of paint to all walls, trim and ceiling surfaces, per specifications. Living room to have one(1) feature wall painted one of two pre-selected colors. Clean all surfaces upon completion

#### **2. FLOORING & BASE**

Install new LVT planks flooring over existing. Install 4" cove base .Level all floors w/latex underlayment(as needed). All necessary thresholds are to be installed. All seams invisible. All Whole boxes to remain on site.

#### **3. LIGHTING**

Remove existing and install new energy efficient light fixtures. Install, connect, patch, repair and paint per CDs. LED lighting to be used wherever possible.

#### **4. INTERIOR DOORS**

Remove existing closet doors & frames. Install new doors, framing and finish per CDs. Install new Pre-hung 6 panel hollow core doors and bi-fold doors and hardware. Install door stops at all doors and provide hardware and locksets as required. Patch, repair & paint walls & ceilings Patch, repair & paint, per specifications.

#### **5. SMOKE DETECTORS ( Provided by HAPGC)**

Remove existing and install new wired smoke detectors with battery backup unit. Install a additional unit in bedroom. Inter connect to existing circuit. Install, connect, patch, and repair. Paint per CDs.

#### **6. SUPPLY AND RETURN AIR REGISTERS**

Remove existing and Provide and install new supply and return registers.

#### **7. ELECTRICAL OUTLET AND SWITCH COVERS**

Replace all existing GFCI with new. Replace all existing outlets and switches. Remove existing and install new outlet and switch covers

#### **8. Horizontal Louver blinds**

Remove all existing blinds. Provide and install new 1" slat plastic room darkening, white horizontal Louver cordless binds within all window jambs. Patch, repair & paint, per specifications.

### **KITCHEN AREAS**

#### **9. Owner supplied Items**

The Owner is to supply kitchen cabinets and countertops. The Owner is to supply the following appliances: Refrigerator, electric stove and garbage disposal.

10. Quality and Workmanship

All materials and workmanship shall meet or exceed all requirements of the local plumbing and electrical codes.

11. WALL & BASE CABINETS & COUNTERTOPS

Remove existing cabinets, countertops and splashes. Install new wood wall and base cabinets, countertops and splashes. Patch, repair and paint, per CDs. The Owner is to supply kitchen cabinets and countertop.

12. KITCHEN SINK & FAUCET

Remove existing & install new single bowl sink, faucet & Accessories. Connect to existing waste, vent lines. Provide new Supply line and cut-off valves. Connect, patch, repair & paint, per specifications.

13. GARBAGE DISPOSALS

Remove existing Install new garbage disposals. Install connect, patch, and repair and paint per CDs. The Owner is to supply garbage disposal.

14. RANGEHOODS & RANGE OUTLETS

Remove existing and install new range hoods. Install over existing range outlet and install new recessed outlet behind range. Install, connect, patch, repair and paint, per specifications.

**BATH ROOM AREAS**

15. CERAMIC TILE FLOORING AND TUB SURROUND

Remove existing wall surround panels & tub liners. Install new tub. Install cement backer and 6x6 Ceramic tile and 2x2 accent tile, to tub surround (wet) area. Tile is to extend from tub rim to ceiling. The Bathroom floor is to receive 2x2 ceramic tiles. Apply one course of curved base tile around perimeter of floor. Install beveled 4" x 3/4" marble threshold at door. Patch, repair & paint, per specifications.

16. WATER CLOSET

Remove existing and install new 2-piece 1.28 GPF HI-EFF toilet (ADA Compliant) , elongated seats, piping valves, accessories, and toilet paper dispensers. Patch, repair & paint, per specifications.

17. SINK, FAUCETS, MEDICINE CABS & VANITIES

Remove existing & install new sink, faucets, shower faucet, vanities, medicine cabinets light fixtures, GFI outlets, soap dish, toothbrush holders, towel rod & accessories. Water saving aerators are to be employed. Patch, repair & paint, per specifications.

18. SAFETY GRAB BARS

Remove existing & install new safety grab (1 1/2" dia.) bars in bathroom per plan and specifications. Patch, repair & paint, per specifications. 505 Units will have additional requirements and or equipment, see detailed specifications.

19. Bath Exhaust Vent

Remove existing and install new bath exhaust vent. Install in existing opening. Install, connect, patch, repair and paint, per specifications

END

## **Cottage City Towne Modified Accessible Units**

### **Modifications Included :**

#### **Bathroom Radius 60" and 36" doorway (Unit reconfigured)**

1. Install Roll-in Shower Stall w/ Grab Bars
2. Shower Wand
3. Raised Height Elongated Toilet
4. Elongated toilet set
5. Wall hung open Accessible Sink
6. ADA Shower Controls
7. ADA Faucet (Single Handle)
8. Insulated pipe drain protection
9. Tilt Mirror
10. ADA Compliant Grab Bars at toilet
11. Lever door handles

#### **Kitchen (Open space plan re-configuration)**

1. Open Sink/Pipe Drain Protection
2. ADA Compliant electric range
3. ADA Compliant Refrigerator
4. ADA offset sink
5. ADA Faucet (Single Handle)
6. Accessible Garbage Disposal Switch
7. Open Work Station 31"
8. Lowered Exhaust Hood

#### **Bedroom /general**

9. Reconfigured bedroom and bathroom access / added closet
10. Lowered closet rod(s)
11. Lever lock set
12. Large Rocker (type) light switches ADA compliant
13. Visual and Audio Smoke detector w/ battery back-up ( 2 locations )
14. Additional structural blocking and support
15. Lowered entry door peep-hole
16. Relocated Thermostat control

## Accessible Bathroom - UFAS Compliant

### Notes:

1. Remove existing grab bars if present and install new grab bars,per spec
2. Remove existing lavatory and install new lavatory
3. Install bathtub seat
4. Remove existing shower head and install new hand held shower unit
5. ~~Shower controls to be located in this area~~
6. Existing tub to remain
7. Remove existing toilet tissue holder and install new toilet tissue holder
8. Remove existing toilet and install new toilet
9. Remove existing medicine cabinet and mirror; install new medicine cabinet and mirror
10. Remove existing mirror and install new mirror
11. Remove existing towel rack and install new towel rack
12. Remove existing lavatory; install new lavatory/vanity unit
13. Remove existing medicine cabinet and install new medicine cabinet
14. Remove existing porcelain surrounds at existing tub; existing tub to remain
15. Remove existing ceramic tile floor and install new ceramic tile flooring and 6x6)Tub sur-round
16. Existing light to remain
17. Existing towel dispenser to remain
18. Remove existing soap dispenser an install new soap dispenser
19. Install blocking in existing wall to support grab bars
20. Remove existing toothbrush/tumbler holder; install new toothbrush/tumbler holder
21. Remove existing soap dish; install new soap dish
22. Insulate all exposed pipes
23. Repair existing ceramic tile as required
24. Remove existing towel dispenser and install new towel dispenser
25. Remove existing mirror and install new tilt mirror



### Contractor Information Form

- 1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).
- 2) Name of Firm: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_
- 3) Street Address, City, State, Zip: \_\_\_\_\_  
 \_\_\_\_\_
- 4) E-mail Address: \_\_\_\_\_

*Note: E-mail is our preferred method of contact; please correspond by same.*

5) Identify Principals/Partners in Firm

Name	Title	% of Ownership

6) Identify the individual(s) who will act as project manager, along with other supervisory personnel on the engagement team working the HHA contract.. (Do not duplicate any resumes required above):

Name	Title

7) Diversity Statement: Check all of the following that apply to the ownership of your firm, entering the percentage (%) of ownership of each:

• Caucasian • Public-Held • Government • Non-Profit  
 American (Male) Corporation Agency Organization  
 \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_%

8) Minority- (MBE) or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

• African • Native • Hispanic • Asian/Pacific • Hasidic  
 American American American American Jew  
 \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_%

• Asian/Indian • Woman-Owned • Woman-Owned • Disabled • Other (Specify):

American (MBE) (Caucasian) Veteran \_\_\_\_\_  
 \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

9) Are you a Section 3 Business Concern: \_\_\_\_\_  
*For clarification of a Section 3 Business Concern, please refer to the HHA Website listed below.*

10) Federal Tax ID Number: \_\_\_\_\_

11) Maryland Business License Number: \_\_\_\_\_

12) State of \_\_\_\_\_ License Type and Number: \_\_\_\_\_

13) Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14) General Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15) Professional Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

16) Debarred Statement: Has this firm or any principal ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency Within or out the State of \_\_\_\_\_? Yes \_\_\_\_\_ No \_\_\_\_\_  
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17) If your firm currently holds any State or Federal Contracts, please list all contract #s. (i.e. CoStars, DGS Contracts, GSA Schedule 70 or 84, US Communities, WSCA, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18) Would your company be interested in receiving Direct Deposit Payment from HHA?  
Yes \_\_\_\_\_ No \_\_\_\_\_

19) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form, he/she verifies that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HHA discovers any information entered herein is false, that shall entitle the HHA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed**                      **Name Company**

**Please provide current copies of all your insurance policies, Section 3 Self Certification forms, licenses, etc.**

## The Housing Authority of Prince George’s County Section 3 Clause

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## SECTION 3 CLAUSE

The Housing Authority of Prince George's County will provide to each Solicitation Bid, A copy of the Section 3 Clause in relation to the Section 3 requirements under the Housing and Urban Develop Project Management act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

### **A.-E. Purpose/General Requirements**

**A.** The work to be performed in connection with the underlying contract is subject to the requirements of Section 3 of the Housing and Urban Development Project Management 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 should if possible and 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 the underlying contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implements Section 3. As evidenced by their execution of the Section 3 certification, the parties to the underlying 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 worker's 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 the minimum number of positions and job titles subject to hire, the availability of apprenticeship and training positions along with qualifications for each, 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, part135.

**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, part135.**

**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.

**Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the underlying contract for default, and debarment or suspension from future HUD assisted contracts.**

**F. Section 3 Regulations (numerical goals)**

1. When contractors and/or sub-contractor triggers the Section 3 regulations by adding new hires, the contractors and/or sub-contractors are required, to the greatest extent feasible, to initially, reach out to the residents of the Authority concerning the opportunity for employment, contracts and/or training, thereafter the contractors and/or sub-contractors must direct these opportunities to other low income people in the community where the project is located.

2. All contractors and/or sub-contractors that trigger the Section 3 regulations, must document every effort that was made to offer and fill the employment, contract and/or training opportunity with a Section 3 person or business.

3. The minimum requirements for documenting solicitation of a Section 3 person or business include: distributing flyers, placing ads, local media, community organizations, and posting signs in the resident relations office, community rental offices and in and around the community where the covered contract has been awarded. (Refer to H. "Geographical Area Tier System" below for a description of the required solicitation area and individuals)

4. The contractors and/or sub-contractors must prove that he or she has made every effort to notify The Authority's residents, those Section 3 residents within a 15 mile radius of the covered contract area, and those Section 3 residents within the current metropolitan service area in which the covered contract lies of the contractors opportunities for employment, contracts, and/or training. If the contractors and/or sub-contractors prove these efforts and the contractors and/or sub-contractors were unable to solicit Section 3

persons or businesses, then at that time the contractors and/or sub-contractors may open up these opportunities to other non-Section 3 persons or contractors.

5. Documentation of all contractors and/or sub-contractors efforts to provide employment, contracts, and/or training to Section 3 persons or businesses must be presented to the Section 3 compliance office before moving forward.

6. All contractors and/or sub-contractors that have not met the Section 3 regulations set forth in this section have the burden of demonstrating why it was not feasible to meet these regulations.

7. Section 3 regulations are mandated by HUD and are required by all contractors and/or subcontractors. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

#### **G. Resident Relations**

Contractors and/or sub-contractors may contact the Housing Authority of Prince George's County for possible Section 3 applicants, business concerns and joint venture candidates for hire.

#### **H. Geographical Area Tier System: (starting point for residents)**

1. The Housing Authority of Prince George's County residents & Section 8 residents
2. The 15 mile radius surrounding the covered contract area
3. Current MSA (Metropolitan Service Area) in which the contract lie

#### **I. Hiring and Contracting Obligations (Section 3 / Business Concerns)**

##### Hiring Obligation

To the greatest extent feasible, all contractors and/or sub-contractors who are a party to the underlying Section 3 covered contract will commit to hiring 30 percent of Section 3 new hires, or maintaining at least 30 percent full time permanent employees that are Section 3 residents within 3years of being employed. Contracting Obligation to the greatest extent feasible, all contractors and/or sub-contractors who are a party to the underlying contract will commit to awarding at least 10 percent of the total contract amount to Section 3 business concerns, and at least 3 percent of the total contract amount of all covered no construction contracts to be awarded to Section 3 business concerns.

#### **J. Section 3 Applicants Proving Eligibility**

A person seeking the training and employment preference provided by Section 3 covered assistance has the responsibility of providing evidence (if requested) that the person is eligible for the preference. The willful falsification of an individual's Section 3 status may

subject the Individual to civil or criminal prosecution. (See, 18 USC § 1001 and 31 USC § 231) Nothing will be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

#### **K. Training Fund**

As an alternative, Section 3 compliance can be archived by contributing into the Housing Authority's Section 3 Training fund in the amount specified in the section below. This does not apply to sub-contractors. This applies to the base contract amount for the prime contractor and is not assessed to subsequent change orders or addendums.

When the contract amount is **less than \$100,000**

5 % of base contract

At least \$100,000, but less than \$200,000

4.5 % of base contract

At least \$200,000, but less than \$300,000

4 % of base contract

At least \$300,000, but less than \$400,000

3.5 % of base contract

At least \$400,000, but less than \$500,000

3 % of base contract

At least \$500,000, but less than \$1 million

2.5 % of base contract

At least \$1 million, but less than \$2 million

2 % of base contract

At least \$2 million, but less than \$4 million

1.5 % of base contract

At least \$4 million, but less than \$7 million

1 % of base contract

\$7 million or more

.75 % of base contract

#### **L. Preference for Section 3 Certified Contractors**

1. An award shall be given to the qualified and responsible Section 3 Business Concern with the lowest responsive bid, if that bid is:

a. Within the maximum total contract price established in the contracting budget for the specific project for which bids are being taken, and

b. Not more than "X" higher than the total bid price of the lowest responsive bid from any responsible, responsive bidder.

"X" is determined as follows,

X= the lesser of:

When the lowest responsive bid is **less than \$100,000**

10 % of that bid or \$ 9,000

**At least \$100,000, but less than \$200,000**

9% of that bid, or \$16,000

**At least \$200,000, but less than \$300,000**

8% of that bid, or \$21,000

**At least \$300,000, but less than \$400,000**

7% of that bid, or \$24,000

**At least \$400,000, but less than \$500,000**

6% of that bid, or \$25,000

**At least \$500,000, but less than \$1 million**

5% of that bid, or \$40,000

**At least \$1 million, but less than \$2 million**

4% of that bid, or \$60,000

**At least \$2 million, but less than \$4 million**

3% of that bid, or \$80,000

**At least \$4 million, but less than \$7 million**

2% of that bid, or \$105,000

**\$7 million or more**

1-1/2% of the lowest responsive bid, with no dollar limit if no responsive bid by a Section 3 business concern meets the requirements of section L. of this clause, the contract shall be awarded to a responsive bidder with the lowest responsive bid.

#### M. Section 3 Business Concern

Is a business in which:

1. 51 percent of the business, or more, is owned by Section 3 residents; or
2. Is a business that at least 30 percent of its permanent, full time employees include people who are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
3. A business that provides evidence of a commitment to sub-contract in excess of 25 percent of the dollar award of all sub-contracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1. or 2.

**N. Fines for Non-Compliance**

Contractors found to have violated the terms of this clause are liable for fines in an amount equal to the amounts paid into the training fund as specified above in section K. The Prince George's County Housing Authority will not consider the contractor responsive for future contracts for a period of 120 days after the fine is paid.

**O. Contractors that are Unable to Engage in Opportunities for Section 3/Business**

For contractors that do not engage in training, employment, and contracting opportunities for

Section 3 residents, the contractor must contribute to the Prince George's County Housing Authority training fund. For all contracts awarded to sub-contractors, the prime contractor must ensure that, to the greatest extent feasible, all sub-contractors will provide training, employment, contracting, and joint venture opportunities to Section 3 residents and business concerns of the Prince George's County Housing Authority.

**P. Section 3 Joint Venture**

A Section 3 joint venture is an association of business concerns, one of which qualifies as a Section 3 business concern, formed by a written joint venture agreement to engage in and carry out a specific business venture where the business concerns combine their efforts, resources, skills and knowledge for joint profit, but not necessarily on a continuing or permanent basis and for which the Section 3 business concern is responsible for a clearly defined portion of the work to be performed and:

- i. Holds management responsibilities in the venture, and
- ii. Performs at least 25 percent of the work and
- iii. Is contractually entitled to compensation proportionate to its work.

## Section 3 Existing Employee Certification

BUSINESS NAME:		FEDERAL ID# (FEIN)										
BUSINESS ADDRESS:												
OWNER'S NAME:												
EMAIL ADDRESS:		PHONE #										
Provide information for EACH employee of the business and check the applicable Section 3 Residents Category, if any. (If necessary, use additional pages of this form and number each page)												
Employee Name	Social Security # (last 4-digits)	Address	Phone #	Title/Job Category	Hourly Rate	Date of Hire	FT/PT	Check the applicable, if any Section 3 Residents Category				
								PH	S8	OH/FA	YB	LI/VLI
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FT = Full Time    PT = Parttime    Section 3 Residents Category:    PH = Public Housing Resident    S8 = Section 8 Resident  
 OH = Other Housing    FA = Federal Assistance    YB = Youthbuild Program    LI = Low-Income    Very Low-Income = VLI

Proof of program participation or any other supporting documentation must be provided for employees claiming Section 3 Residents Preference.

**Note:** To claim Section 3 Business preference based on employees that are Section 3 Residents, at least 30% of the permanent, full time workforce of the business shall include current Section 3 Residents, or employees that were Section 3 Residents within three years of the date of first employment with the Section 3 Business.

Total Number of Employees:  Number of Employees with Section 3 (S3) Residents Preference:

Percentage of employees with S3 preference: Employees with S3 Preference ÷ Total number of employees =

*I certify to the best of my knowledge that the information contained here within, and in the documents attached, is true and correct.*

Print Name	Signature	Date

### FY 2016 Income Limits Summary

FY 2016 Income Limit Area	Median Income <a href="#">Explanation</a>	FY 2016 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Prince George's County</b>	\$108,600	Very Low (50%) Income Limits (\$) <a href="#">Explanation</a>	38,050	43,450	48,900	<b>54,300</b>	58,650	63,000	67,350	71,700
		Extremely Low Income Limits (\$)* <a href="#">Explanation</a>	22,850	26,100	29,350	<b>32,600</b>	35,250	37,850	40,450	43,050
		Low (80%) Income Limits (\$) <a href="#">Explanation</a>	49,150	56,150	63,150	<b>70,150</b>	75,800	81,400	87,000	92,600

The Prince George's County income limits for Low-and Very Low-income persons are updated annually by HUD. The additional regarding The Income Limits information indicated here can be found at the following HUD.GOV website: <https://www.huduser.gov/portal/datasets/il/il2016/2016summary.odn>

**NON COLLUSIVE AFFIDAVIT**

STATE OF MARYLAND)

) ss.:

COUNTY OF PRINCE GEORGE'S)

I, \_\_\_\_\_, being duly sworn, depose and say:

That I am the party making the foregoing proposal or bid as an individual or an authorized member of a partnership or corporation, that such proposal is genuine and not collusive or sham, that said bidder along with its officers, partners, owners, agents representatives, employees or parties in interest, have 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 of collusion, or communication or conference, with any person to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price or of that of any bidder, or to secure any advantage against the Housing Authority of Prince George's county or any person interested in any proposed contract, and that all statements in said proposal or bid are true.

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its representatives, agents, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_

Signature and Title

SUBSCRIBED AND SWORN TO

before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

## Contractor Information Form

1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).

2) Name of Firm:

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

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

3) Street Address, City, State, Zip:

\_\_\_\_\_

4) E-mail Address:

\_\_\_\_\_

*Note: E-mail is our preferred method of contact; please correspond by same.*

5) Identify Principals/Partners in Firm

Name	Title	% of Ownership

6) Identify the individual(s) who will act as project manager, along with other supervisory personnel on the engagement team working the HHA contract.. (Do not duplicate any resumes required above):

Name	Title

7) Diversity Statement: Check all of the following that apply to the ownership of your firm, entering the percentage (%) of ownership of each:

• Caucasian American (Male) \_\_\_\_\_%     
 • Public-Held Corporation \_\_\_\_\_%     
 • Government Agency \_\_\_\_\_%     
 • Non-Profit Organization \_\_\_\_\_%

8) Minority- (MBE) or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

• African American \_\_\_\_\_%     
 • Native American \_\_\_\_\_%     
 • Hispanic American \_\_\_\_\_%     
 • Asian/Pacific American \_\_\_\_\_%     
 • Hasidic Jew \_\_\_\_\_%

• Asian/Indian American (MBE) (Caucasian) Veteran \_\_\_\_\_%

• Woman-Owned \_\_\_\_\_%     
 • Woman-Owned \_\_\_\_\_%     
 • Disabled \_\_\_\_\_%     
 • Other (Specify): \_\_\_\_\_%

WMBE Certification Number:

\_\_\_\_\_

Certified by (Agency):

\_\_\_\_\_

9) Are you a Section 3 Business Concern: \_\_\_\_\_

*For clarification of a Section 3 Business Concern, please refer to the HHA Website listed below.*

10) Federal Tax ID Number: \_\_\_\_\_

11) Maryland Business License Number: \_\_\_\_\_

12) State of \_\_\_\_\_ License Type and Number: \_\_\_\_\_

13) Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14) General Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15) Professional Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

16) Debarred Statement: Has this firm or any principal ever been debarred from providing any services by \_\_\_\_\_ the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency

Within or out the State of \_\_\_\_\_? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17) If your firm currently holds any State or Federal Contracts, please list all contract #s. (i.e. CoStars, DGS Contracts, GSA Schedule 70 or 84, US Communities, WSCA, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18) Would your company be interested in receiving Direct Deposit Payment from HHA?

Yes \_\_\_\_\_ No \_\_\_\_\_

19) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form, he/she verifies that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HHA discovers any information entered herein is false, that shall entitle the HHA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed**                      **Name Company**

**Please provide current copies of all your insurance policies, Section 3 Self Certification forms, licenses, etc.**

**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

**Department of Veterans Affairs**  
OMB Control No. 2502-0029  
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity 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 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 considerations 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice 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 relevant 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and 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 nondiscrimination clauses of this contract or with any of the said 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 contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (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 administering agency 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 a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the 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 race, creed, color, 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, advising the said labor union or workers' representative of the contractor's commitments 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 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.