



Request For Proposals

[HADC-2009-RFP-009]

Appraisal Services

BID PROPOSAL PACKAGE AVAILABLE: 4/3/09

BID DEADLINE: 4/28/09 @ 2:30 pm

BID PROPOSAL BOOK # _____ (ONE PER FIRM)

Bidders are notified to check for any Addenda that may have been issued on the HADC website at <http://dekalbhousing.org/rfps.html> before submitting their bid proposal.

Direct all questions to the attention of Gary Cruz at gic2@dekalbhousing.org by April 17, 2009.

Housing Authority of DeKalb County

APPRAISAL SERVICES

[HADC-2009-RFP-009]

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The Housing Authority of DeKalb County

REQUEST FOR PROPOSAL – APPRAISAL SERVICES

[HADC-2009-RFP-009]

The Housing Authority of DeKalb County is seeking bid proposals from appraisal firms to provide appraisal services of single-dwelling homes and/or multi-family homes located in DeKalb County.

Beginning Wednesday, 4/3/09, interested firms or individuals may download an electronic copy of this RFP from the HADC website at <http://dekalbhousing.org/rfps.html> or pick up a bid proposal package at the central office of the HADC located at 750 Commerce Drive, Suite 201, Decatur, GA 30030.

Firms or individuals are required to send confirmation of receipt of the downloaded of bid proposal package to jmv@dekalbhousing.org and it is the responsibility of the individual and/or firm to periodically visit the website to retrieve any Addenda that may have been issued during this solicitation.

Questions must be directed in writing to the attention of “Henri Byrnes” at hxb@dekalbhousing.org. The deadline for questions is Friday 4/17/09.

The deadline for submission of bid proposals is Friday, 4/28/09 at 2:30 pm at the central office of the HADC. Late bid proposals will not be opened and faxed or emailed bid proposals are not acceptable.

Please submit 1 original and 3 copies of your bid proposal, sealed and marked “RFP – Appraisal Services” with the firm’s name and return address, and mail to:

Housing Authority of DeKalb County

Attention: Janet Verner
750 Commerce Drive, Suite 201
Decatur, GA 30030-2612

No bid proposals may be withdrawn for a period of ninety (90) days subsequent to the opening of bid proposals without the consent of the Authority. The Authority reserves the right to reject any or all bids and to waive any irregularities or informalities in the bidding. It is the intention of the HADC to award multiple contracts to multiple contractors for this project.

BY: Sterling Bethea, Executive Director
Date: This 30th day of March 2009

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

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

HOUSING AUTHORITY OF DEKALB COUNTY

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

HOUSING AUTHORITY OF DEKALB COUNTY
750 COMMERCE DRIVE, SUITE 201
DECATUR, GA 30030

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

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

8. Contract Award

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

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

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

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

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

☒ (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

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

☐ (3) a 20 percent cash escrow;

☐ (4) a 25 percent irrevocable letter of credit; or,

☐ (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA ☐ does ☐ does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 12/31/2011)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

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

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) **Certification of Eligibility.**
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.



GENERAL SPECIFICATIONS

DEFINITIONS

Whenever used in any of the contract documents, the following meanings shall be given to the terms herein defined.

1. The term "contract" means the contract executed by and between the Housing Authority of the DeKalb County and the Contractor, of which these General Specifications and the Scope of Work form a part.
2. The term "Authority" or "Local Public Housing Agency" means the Housing Authority of DeKalb County (HADC) who is authorized to undertake this contract.
3. The term "Contractor, Proposer or Offeror" means the person, firm or corporation entering into the contract with the HADC to perform the work embraced in this contract.
4. The term "project area" means the site(s) specified.
5. The term "local government" means the HADC, the city, the county and the State of Georgia.
6. The term "contract documents" means and shall include initiated contract and all documents in the IFB package and/or Addenda.
7. The term "General Specifications" means that part of the contract documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the service under this contract.
8. The term "Scope of Work" is the technical specifications that become a part of the general specifications and/or contract.

PROPOSALS

All proposals will be held for a period of ninety (90) days and Contractors may withdraw their proposal at any time before award. The HADC reserves the right to reject any/or all proposals and to waive any informalities or irregularities in the proposal process. Each Contractor must be able to demonstrate to the satisfaction of the HADC that they have the necessary experience and/or capabilities (supervisory, personnel, knowledge or resources) to provide the work as specified and for the negotiated amount. No one should submit a proposal if they cannot provide qualified staffing services on a timely basis and for the negotiated amount. The Housing Authority will not pay any cost incurred in the preparation and/or submission of any proposal or for costs incurred in anticipation of a contract.

RESPONSIVENESS AND RESPONSIBILITY

The HADC will review proposals to determine the responsiveness and responsibility of the Contractor. The method for determining a responsive and responsible Contractor is as follows:

1. Contractor's Responsiveness. To be considered responsive, a proposal must contain the required documentation and conform to the material requirements of the IFB. The HADC will examine the proposals to be sure that the Contractor did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. If a proposal does not conform to the solicitation, it will be rejected.
2. Contractor's Responsibility. A proposal must first be considered responsive before it is examined for responsibility. A responsible Contractor must:
 - Have adequate financial resources to perform the contract, or the ability to obtain them;
 - Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
 - Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;
 - Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
 - Have a satisfactory performance record in placement of qualified personnel;
 - Have a satisfactory record of integrity and business ethics; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed LDP.
3. Acceptable Evidence of Responsibility. The HADC reserves the right to request additional information or require oral presentation in order to determine the Contractor's responsibility. Failure to provide adequate documentation within the specified time period will result in the bidder to be determined non-responsive. Additional steps or information may include:
 - Copy of financial statements, credit bureau reports, copy of lines of credit and/or account balances with the financial institutions or a breakdown of his/her costs.
 - Copy of any business audits or reports.
 - List of other contracts and contact information on past customers.
 - List of all personnel and experience available to work on this contract.

GEORGIA CONTRACTORS LICENSE:

Beginning 7/1/08, a Contractors License is required in Georgia, at the state level, for any residential or commercial project that exceeds \$2,500 in value. All electrical, plumbing, and conditioned air Contractors, journeymen and masters are also required to be licensed in the state of Georgia. Construction Contractors shall hold one of the following licenses (or provide certified exemption): 1) Georgia General Contractor License, 2) Georgia Residential-Basic Contractor License or 3) Georgia Residential Light Commercial Contractor License. Contractors are to provide a copy with their bid.

BID BONDS, PERFORMANCE BONDS AND PAYMENT BONDS

The HADC requires a bid bond for construction projects over \$40,000 and performance and payment bonds for all construction projects greater than \$100,000. There are no bonding requirements for non-construction projects. The bid bond shall be for 5% of the Contractor's bid amount and the performance and payment bonds shall be for 100% of

the Contractor's contract amount. An acceptable surety (bonding) company is one that is authorized to do business in the State of Georgia and is acceptable to HUD and the HADC. The surety must be listed on the most recently published U.S. Treasury Circular 570 (referred to as the T-List). Individual sureties are not permitted. Additional information on bond requirements is listed in the "Instructions to Bidders", form HUD-5369.

INSURANCE REQUIREMENTS

The Contractor shall provide to the HADC an original "Certificate of Insurance" that meets state requirements and is satisfactory to the HADC. All insurance policies shall be issued by companies authorized to do business in Georgia and shall contain a provision prohibiting cancellation except upon at least 30 days notice to the state (purchaser herein). Policies are to be written on an occurrence basis only and not claims made. The HADC is to be included on the Contractor's insurance as an "additional insured" and must be clearly stated on the certificate in the description area. Contractors shall adhere to the following insurance requirements and maintain coverage throughout the term of the contract:

1. Worker's Compensation insurance coverage in an amount sufficient by virtue of the laws of the state of Georgia or other jurisdiction over the territory or the employees in which this contract is performed; and
2. Employer's Liability insurance coverage in the amount of not less than \$100,000 per occurrence; and
3. Fidelity or dishonesty Bonding, \$100,000 minimum per incident; and
4. Comprehensive General Public Liability insurance coverage protecting the Contractor from claims for all damages whatsoever, including damages for care and loss of services arising out of bodily injury, sickness or disease including death and/or damage to property of others which may arise from and during operations under the contract whether such operations be by the Contractor and/or employee or anyone directly or indirectly employed by either of them in the amount of not less than \$1,000,000, including premise operations, contractual independent Contractors and products and completed operations liability; and
5. Contractual Liability insurance coverage is only required by the general Contractor with whom the HADC enters into a contract and shall provide the following Hold Harmless Clause: The Contractor shall save and hold harmless the HADC individually and all employees of the foregoing from and against all liability, claims and demands of whatsoever kind or nature arising out of or connected with the performance of work by the Contractor in behalf of the HADC, whether such injury, loss or damage shall have been occasioned by negligence of the Contractor or and/or agents/employees of the Contractor. The Contractor will defend at his own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising from such actions; and
6. Owner's and Contractor's Protective Liability insurance coverage in the amount of \$1,000,000 for per occurrence. A claims made policy is prohibited; and
7. Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s).

Certified copies of said policies or certifications evidencing such insurance and waiver shall be filed with HADC before awards can be given.

CONFLICT OF INTEREST

No member, officer, or employee of the HADC, during his or her tenure or for 1 year thereafter shall have any interest direct or indirect, in this contract or the proceeds thereof. No employee of the HADC shall be employed by the Contractor for performance of work under this contract.

USE OF THIRD PARTIES

Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than the Contractor or his/her personnel to perform any of the Contractor's obligations under this contract or work subsequently assigned by the HADC under this contract.

EQUAL EMPLOYMENT OPPORTUNITY

During the period of this contract, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, disability, familial status or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their age, race, color, religion, sex, disability, familial status or national origin.

LABOR STANDARDS

The Contractor understands and agrees that the Contractor shall pay no less than the Wage Determination for Residential Construction Projects or according to the prevailing wage rates for DeKalb County, whichever applies, as published by the Georgia and U.S. Department of Labor and the Contractor agrees to comply with the stipulations contained in the Contract Work Hours and Safety Standards Act and to certify to compliance upon request. The submission of payrolls will be required by the Contractor and/or his/her subcontractors for all construction type work over \$2,000.

EMPLOYMENT CONDITIONS

All personnel assigned to this project are expected to be employees of the Contractor. All persons employed by the Contractor in the performance of any work under this agreement shall be agents/employees of the Contractor only. Neither the Contractor nor agents/employees of the Contractor shall be deemed as employees of the HADC for any purpose whatsoever.

In performing this contract, the Contractor shall comply with any and all applicable federal, state or local laws including but not limited to, Occupational Safety and Health, Equal Employment Opportunity, Immigration and Naturalization, the American with Disabilities Act, and State Tax and Insurance Law.

The Contractor shall perform criminal history checks, social security verifications, credit checks and academic verification (when applicable) and drug screening test on all prospective employees performing work under this contract. The Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Prospective employees whose criminal history checks disclose a misdemeanor or felony involving indecency or harm to persons or property will not be performing work

for the HADC under this contract. Criminal history checks, social security verifications, credit checks, academic verifications (when applicable) and drug screening checks will be completed at the sole expense of the Contractor.

The Contractor is to report personnel changes to the HADC Contracting Officer as they occur. Contractor's personnel shall be neat in appearance and conduct all work in a professional manner with minimal disturbance to the residents, general public and HADC staff. If any of the Contractor's personnel are not satisfactory to the HADC, the Contractor shall replace such personnel with satisfactory replacements.

RECORD RETENTION AND ACCESS

The Contractor shall maintain books, records and documentation that sufficiently and properly document and calculate all charges billed to the HADC throughout the term of the contract for a period of at least 3 years. Records to be maintained include both financial records and service records. The Contractor shall permit an auditor for the HADC to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and/or electronic or optically stored and created records relating to this contract during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

TAX EXEMPTION

The HADC is exempt from payment of taxes. A certificate will be provided upon request.

BILLINGS AND PAYMENT

The Contractor shall, by the tenth day of each month, submit to the HADC an invoice for the service work performed during the previous month. All invoices shall reference the contract number and the Contractor shall submit a separate invoice for each site to the attention of the Construction Inspector. Invoices received after the tenth of the month or those delayed for incomplete work will be processed the next billing cycle (every 10 days) of the finance department. Invoices shall be submitted on a monthly basis and all invoices are subject to the review and approval of HADC.

HADC reserves the right to decline to pay any bill received more than 45 days after the end of the billing period in which the work referenced on the bill was performed. If HADC inadvertently pays a bill that, upon further review, proves not to be in compliance with the contract documents, HADC retains the right to obtain from said Contractor reimbursement of such charges or to deduct such payment from subsequent payments due to Contractor.

TERMINATION FOR CONVENIENCE

HADC's Contracting Officer may terminate the contract, in whole or in part, whenever the Contracting Officer determines that is in the best interest of the HADC. The Contractor shall be provided 30 days written notice under the circumstances. Any such termination shall be effected by delivery of a written notice to the Contractor, specifying the extent to which the service is stopped or terminated and the date upon which such stoppage or termination becomes effective. If the termination is for the convenience of the HADC, the HADC shall be liable for payment for services rendered before the effective date of the termination.

CONTRACT DISPUTE

All disputes arising under or relating to this contract, except for disputes arising under Labor Standards Provisions, and including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved as follows:

1. Any and all claims by the Contractor shall be made in writing and submitted to the HADC. A written decision will be made and delivered by the HADC to the Contractor.
2. The HADC shall, with reasonable promptness, but in no event more than 60 days, render a decision concerning any claim hereunder. The decision shall be final and conclusive unless the Contractor notifies the HADC in writing that he/she takes exception to such decision within 30 days after receipt of HADC's decision.

Additional steps are addressed in HUD Form 5370-C, General Conditions For Non-Construction Contracts.

TERMINATION OF CONTRACT

If the Contractor refuses or fails to prosecute the work with such diligence as to ensure placement within the time specified, the HADC, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. The HADC reserves the right to cancel the contract upon 10 days written notice if the Contractor fails to fulfill the terms of this agreement or fails to sufficiently accomplish the requirements of this agreement on a timely basis. The contract may be terminated without notice if the actions of the Contractor or agents/employees of the Contractor in any way threaten the health and/or safety of DeKalb County residents, HADC employees or the general public or if their property is placed at risk.

COMPANY REPRESENTATIVE

A supervisor shall be available at all times for immediate contact. Contractor shall provide the name, office number and cell number of your representative who will furnish the work and/or services to be performed during the entire term of this contract. Said representative is to be available to perform required work after hours in the event of an emergency related to the work under this contract. Company employees are to wear uniforms and/or ID badges so that authorized personnel can be identified by residents and HADC management.

SUB-CONTRACTORS

All workers on the site are expected to be employees of the Contractor. At least 25% of the work must be performed by the Contractor submitting this bid. For the purpose of this bid, Sub-Contractors are not to be utilized to complete the majority of the work for this project. In the event a sub-Contractor must be used, he/she must be approved in advance by the HADC. A sub-Contractor's approval form must be completed by the Contractor and submitted to the Authority for review. The HADC encourages the Contractor to use "minority businesses" and "women-owned enterprises" as sub-Contractors under this contract. All approved sub-Contractors must provide and sign a Non-Collusive Affidavit and provide an Insurance Certificate before work can be assigned to them. The HADC must be added as "an additional insured" to the sub-Contractor's insurance. All sub-contractors at any tier level must be formally approved prior to working on HADC projects.

EXECUTION OF WORK

Upon the issuance of the letter of "Notice to Proceed" by the HADC, the Contractor shall immediately and consistently place sufficient men, equipment, and materials on the sites to be able to pursue the maintenance work with diligence and determination to assure completion within the time allocated in the Scope of Work. All work is to be performed by appropriately identified, qualified, competent, and trained personnel. The Contractor shall place orders for all materials immediately upon execution of the construction contract and approval of submittals to assure timely delivery and no delay in construction.

The Contractor shall accommodate and assist the HADC construction inspector in his observation of the work and request his assistance when needed. Day-by-day functions and operations shall be handled by the property manager. The HADC may require the Contractor to remove from the work such employees as the HADC deems incompetent, careless, insubordinate, or otherwise objectionable, or who continued employment on the work is deemed by the HADC to be contrary to the public interest.

PERMITS/LICENSES

The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all applicable federal, state, and local laws, ordinances, codes, rules and regulations. The intent of this contract is that the Contractor shall examine the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the HADC.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall be responsible for a well organized, smooth running, efficient, team of workers and shall provide constant support and coordination for all workers. All work shall be coordinated with all local officials and utility companies, if required, to assure local support when needed. Contractor shall be responsible for proper fitting of all work and for coordination of operations of all trades, Sub-Contractors, material suppliers or workers employed by him for this work. If, through acts of neglect on the part of the Contractor, any other Contractor or Sub-Contractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Sub-Contractor by agreement or arbitration, if such other Contractor or Sub-Contractor will so settle. If such other Contractor or Sub-Contractor shall assert any claim against the HADC on account of any damage alleged to have been so sustained, the HADC shall notify the Contractor, who shall defend at his own expense, any suit based upon such claim, and if any judgment or claims against the HADC shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

MATERIALS AND WORKMANSHIP

The HADC shall have the right to reject defective material and workmanship and require correction. Rejected workmanship shall be satisfactorily corrected within ten (10) working days upon written notice from the HADC; rejected material shall be promptly segregated and removed from the premises and satisfactorily replaced with proper materials without charge therefore. If the Contractor fails to proceed at once with

correction of defective material or workmanship, the HADC may, by contract or otherwise, have defects remedied or rejected materials removed from the site, charging cost of same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the HADC.

COORDINATION OF WORK

The general Contractor shall insure full cooperation of all workers and suppliers and shall be confined to this work only. The Contractor and his personnel shall respect the rights of tenants in surrounding homes where work is being done. Workmen shall be restricted from all buildings other than those in which work is being done. The Contractor shall consult with the HADC and agree on a schedule of work to be performed in units, homes and/or buildings so the contract work can be organized in such a manner and method which will cause the minimum of interference with the conduct of tenants' living and the property management.

WORKING HOURS AND CLEAN-UP

The office hours for all locations of the HADC are 8:00 am - 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The Contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by the HADC. All debris is to be removed and the area cleaned up prior to 5:00 p.m. daily. Debris is to be collected and properly disposed of off-site.

SECTION 3 - HUD ACT OF 1968, 24 CFR 135

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The awarded Contractor agrees to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations. The Contractor shall make available employment opportunities and training for residents of the HADC looking for work.

The terms and conditions of employment of all persons by the Contractor are between the applicant and the Contractor. HADC assumes no responsibility arising from any such employment of persons who are recipients of HUD assistance for housing.

Contractors are requested to submit their Section 3 Participation documentation or complete the Section 3 Statement attached in the bid package and agree to participation of this HUD program.



TECHNICAL SPECIFICATIONS

Appraisal Services

INTRODUCTION

This Request For Proposals (RFP) is for residential Real estate Appraisal Services for single-dwelling homes and/or multi-family dwelling homes in DeKalb County. The Real Estate Appraiser will be responsible for providing all necessary labor, materials and equipments needed to complete a comprehensive appraisal. The appraisal format shall conform to all of the requirements for a Uniform Residential Appraisal Report (URAR) and include all of the requirements specified in the Scope of Work for this project.

SCOPE OF WORK

The scope of the appraisal is to establish the market value of the subject property on the date of inspection. This is accomplished by an inspection of the interior and exterior of the subject property. The general inspection is done in only accessible areas by the appraiser. A comparison is then made of similar properties which have sold within the past year. The function of the appraisal is to assist the client in evaluating the property for lending or valuation purposes. The intended user of this appraisal report is the client. The intended use is to evaluate the designated property to determine fair market value in accordance to the Scope of Work, for the purpose of the appraisal reporting requirements for the appraisal report form and definition of market value.

Requirements:

- 1) The report requires an interior and exterior inspection of the subject property.
- 2) A street map that shows the location of the subject property and of all comparable properties that the appraiser used.
- 3) An exterior building sketch of the improvements that indicates the dimensions.
- 4) Clear, descriptive digital photographs of the subject property and pictures of comparable sales used.
- 5) Provide basic information including the address, legal description, owner's name and client's name.
- 6) Site data including size, shape, zoning and access to utilities as well as FEMA flood-zone information.
- 7) Improvements to subject property including physical characteristics of the property, age of property, materials and condition of property.
- 8) Sales comparison approach, the grid analysis, location of property being appraised compared to location of recent sales of other properties. Appraiser is to utilize MLS, FMLS and REDLINK or equivalent to aid in the determination of market value of subject property and all comparables.
- 9) Provide appraisal data as part of a Uniform Residential Appraisal Report (URAR) submitted to the client. Appraisals are to comply with regulations outlined in HUD's CFR 24.143.

ACCESS

The Contractor will work directly with the HADC Construction Inspector and will agree to a schedule prior to the work. The Construction Inspector will coordinate access to the area(s) designated for work. All keys are to be returned to the Construction Inspector at the end of each day, or as directed. The Contractor shall maintain strict control of keys or access codes before, during and after the work is completed. The Contractor is to take special care not to lose any keys. A \$100.00 replacement key charge will apply. All areas are to remain secure during and after the work have been completed.

Upon departure, windows and doors are to remain locked and lights turned off. Workers are limited to the areas of the designated work only.

Contractor is responsible for the supervision of his/her personnel and their access to the buildings at all times. The Contractor shall inform the Construction Inspector upon the firing and hiring of his/her staff, especially with disgruntled ex-employees, and if the Construction Inspector needs to re-key locks and/or reset access codes. Contractor will be responsible for the cost to re-key locks.

Upon request, the Contractor will provide a criminal and/or drug check on his/her employees to HADC. The HADC reserves the right to request that the Contractor remove any questionable personnel from the site. The Contractor or his/her personnel shall prevent any liability whatsoever to the HADC, officers, employees, residents or others against all losses, damages, expenses, and claims and/or demands made by anyone whomsoever resulting directly or indirectly from their performance of this contract. Any damage made by the workers to the interior or exterior of homes or surroundings should be reported immediately to the Construction Inspector and remains the responsibility of the Contractor to correct.

PROPOSAL CRITERIA

Proposals will be considered only from responsible and responsive Contractors. Prior to award of any contract, the HADC reserves the right to conduct a pre-award survey for the purpose of determining the Contractor's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quantity of work performed on other contracts. All proposals must be signed by an authorized representative of the firm. Unsigned proposals will be rejected unless signed by an authorized representative. If errors are found in the Contractor's proposal, or if the proposal fails to conform to the essential requirements of this RFP, the HADC will judge as to whether that variance is significant enough to reject the proposal. The HADC reserves the right to reject any and all proposals and to waive any informality whenever such rejection or waiver is in the best interest of the HADC. It is the intention of the Housing Authority reserves to award multiple contracts to multiple Contractors. Therefore, it is emphasized that all proposals should be submitted initially on the most favorable terms.

PROPOSAL EVALUATION

The Evaluation Committee may request interviews or presentations from the Contractors in order to make a final decision. Though price is an important factor, it will not be the sole factor considered in selecting the successful Contractors. Additional information may be requested to clarify information provided in the proposals.

EVALUATION

An evaluation committee will rate only those responding firms that clearly meet the criteria specified in the RFP package and in accordance with the evaluation criteria listed below. Proposals will be evaluated and scored according to the following criteria:

<u>Evaluation Criteria:</u>	<u>Maximum Points:</u>
1. Firm's performance	25
▪ ability in performing duties described in Scope of Services	
▪ list of satisfied customers, past performance and references	
2. Qualifications	20
▪ competence and experience of personnel	
▪ minimum of 5 years experience	
▪ demonstrated ability to provide real estate services	
3. Technical Approach for completion of required tasks	15
▪ demonstrated ability to complete tasks in a timely manner	
4. Experience with HUD requirements – CFR 24.103	15
▪ demonstrated familiarity with HUD's regulatory requirements	
5. Competitive Costs	10
▪ pricing schedule in fixed fee format	
6. DeKalb County Resident and/or Business	5
7. DeKalb Local Small Business Enterprise (LSBE)	5
8. Section 3 Participation	5
Total Points: 100	

AWARD OF CONTRACT

The Contractor understands that the Executive Director of the HADC is the Contracting Officer of the Housing Authority and he shall be the sole authority to legally commit the HADC to any expenditure of public funds for this procurement.

CONTRACT PERIOD

The term of this contract shall be for a period of (1) one year with an optional one-year extension upon a satisfactory performance review after one year. The contract shall not bind, nor allege to bind the HADC for any contractual commitment in excess of the original contract period. In the event the HADC exercises such rights, all terms, conditions and provisions of the original contract will remain the same and shall apply during the extension period. A contract modification may be issued to extend additional years only upon approval of the HADC Contracting Officer. The work shall begin with the "notice to proceed" date. All work is to be satisfactorily completed prior to final payment. If the Contractor fails to complete the work on time, he/she will be charged liquidated charges for each that he/she is late.

Date: 01/02/2009 General Decision Number: GA0800179
(Superseded General Decision Number: GA20070018)

State: Georgia County: Dekalb County Construction Type: Residential

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0	09/26/2008
1	10/24/2008
2	11/07/2008
3	01/02/2009

	Rates	Fringes
* ENGI0926-014 01/01/2009 Operating Engineer: Bulldozer -----	\$ 20.75	7.83
* ENGI0926-015 01/01/2009 Operating Engineers: Compactor and Loader -----	\$ 23.43	9.03
SHEE0085-006 08/01/2008 SHEET METAL WORKER (including HVAC duct installation)		
Buildings over 100,000 square feet	\$ 28.00	11.11
Buildings up to 100,000 square feet	\$ 22.40	10.95
Footnote: Work on swinging stages, boat swains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional. -----		
* SUGA2008-091 08/14/2008 Bricklayer	\$ 13.83	0.00
Carpenter (excluding drywall hanging and formwork)	\$ 10.00	0.00
Cement Mason/Concrete Finisher	\$ 10.01	0.34
Drywall Finisher / Taper	\$ 13.45	0.00
Drywall Hanger	\$11.42	0.00
Electrician (including installation of alarm systems)	\$ 10.63	0.00
Form Worker	\$ 8.50	0.16
HVAC Mechanic (HVAC pipe installation only)	\$ 11.14	0.00
Laborer: Common or General	\$ 10.73	0.00
Laborer: Mason Tender	\$ 8.00	0.00

Operator: Backhoe/Excavator	\$13.69	0.00
Painter: Brush, roller and spray (excluding drywall finishing/taping)	\$ 10.35	0.00
Plumber: (excluding HVAC Pipe Installation)	\$ 12.67	0.00
Roofer	\$ 11.50	0.00
Tile Setter	\$ 11.07	0.00
Truck Driver	\$ 12.13	0.00

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter?

This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



Wage and Hour Division

Basic Information

U.S. Department of Labor
Employment Standards Administration

The U. S. Department of Labor's Wage and Hour Division (WHD) is responsible for administering and enforcing laws that establish minimally acceptable standards for wages and working conditions in this country, regardless of immigration status.

Fair Labor Standards Act

The Fair Labor Standards Act (FLSA) affects most private and public employment. The FLSA requires employers to pay covered employees who are not otherwise exempt at least the federal **minimum wage** and **overtime** pay for all hours worked over 40 in a workweek.

Covered employees must be paid for all hours worked in a workweek. In general, compensable hours worked include all time an employee is on duty or at a prescribed place of work and any time that an employee is suffered or permitted to work. This would generally include work performed at home, travel time, waiting time, training, and probationary periods.

- **Federal Minimum Wage = \$5.85 per hour effective July 24, 2007; \$6.55 per hour effective July 24, 2008; and \$7.25 per hour effective July 24, 2009**
- **Tipped employees may be paid \$2.13 per hour; if an employee's tips combined with cash wage does not equal the applicable minimum wage, the employer must make up the difference**
- **Overtime after 40 hours in a week = 1 ½ times an employee's regular rate of pay**

Family and Medical Leave Act

The Family Medical Leave Act (FMLA) applies to employers who employ 50 or more employees and public agencies. Covered employers are required to provide eligible employees up to **12 weeks of unpaid leave each year for:**

- 1) The birth of a child
- 2) The placement of an adopted or foster child
- 3) To care for a child, spouse, or parent with a serious health condition
- 4) For the employee's own serious health condition

The FMLA also requires covered employers to continue health benefits coverage during the leave. After completion of the leave, the employee must be restored to the same or equivalent position.

Youth Employment

The FLSA also regulates the employment of youth.

Jobs Youth Can Do:

- 13 or younger: baby-sit, deliver newspapers, or work as an actor or performer
- Ages 14-15: office work, grocery store, retail store, restaurant, movie theater, or amusement park
- Age 16-17: Any job not declared hazardous
- Age 18: No restrictions

Hours Youth Ages 14 and 15 Can Work:

- After 7 am and until 7 pm
- (Hours are extended to 9 pm June 1–Labor Day)
- Up to 3 hours on a school day
- Up to 18 hours in a school week
- Up to 8 hours on a non-school day
- Up to 40 hours in a non-school week

Note: Different rules apply to youth employed in agriculture. States also regulate the hours that youth under age 18 may work. To find State rules, log on to www.youthrules.dol.gov

Migrant and Seasonal Agricultural Worker Protection Act

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) requires farm labor contractors, agricultural employers, and agricultural associations who "employ" workers to:

- 1) Pay workers the wages owed when due
- 2) Comply with federal and state safety and health standards if they provide housing for migrant workers
- 3) Ensure that vehicles that they use to transport workers are properly insured, operated by licensed drivers and meet federal and state safety standards
- 4) Provide written disclosure of the terms and conditions of employment

Related Websites and Information

The Department of Labor (DOL) and WHD have developed the following tools to ensure that America's employers and workers have access to clear and accurate information and assistance – when and where they need it and in the format that suits them best.

elaws Advisors

www.dol.gov/elaws

The elaws Advisors (Employment Laws Assistance for Workers and Small Businesses) are Web-based, interactive tools that help individuals understand federal employment laws. Each elaws Advisor mimics the interaction an individual would have with a DOL employment law expert by asking the appropriate questions and then providing answers based on the individual's response.

Toll Free Information Service

1-866-4US-WAGE (TTY: 1-877-889-5627)

The Toll-Free Information Service is a central access point to information about employment standards that apply to workers in the U.S. This system is capable of assisting customers in any language through the use of outside contractors.

Wage and Hour Division Web site and DOL Website

www.wagehour.dol.gov and www.dol.gov

WHD and DOL's Web sites provide America's employers and workers with access to a wide range of services and employment and regulatory information around the clock. These Web sites provide multiple ways to get information on employment laws and DOL programs, prioritizes access to resources based on customer needs and enables users to find the information they need easily and quickly.

YouthRules! Website

www.youthrules.dol.gov

The **YouthRules!** Web site provides a gateway to information on the Internet about the hours young people can work, the jobs they can do, and how to ensure safe work experiences.

E-Mail Response Service

www.dol.gov/dol/contact/index.htm

DOL's coordinated e-mail response service allows employers and employees to ask questions about employment and regulatory issues electronically. By choosing among a list of topics or internal DOL agencies under the "Contact Us" section of the DOL Web site, users are ensured that their question will go to the appropriate office and that they will receive an answer in a timely manner.

OSHA FACT Sheet



Personal Protective Equipment

What is personal protective equipment?

Personal protective equipment, or PPE, is designed to protect employees from serious workplace injuries or illnesses resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. Besides face shields, safety glasses, hard hats, and safety shoes, PPE includes a variety of devices and garments such as goggles, coveralls, gloves, vests, earplugs, and respirators.

What are your responsibilities as an employer?

OSHA's primary PPE standards are in *Title 29 of the Code of Federal Regulations (CFR)*, Part 1910 Subpart I, and equivalent regulations in states with OSHA-approved state plans, but you can find PPE requirements elsewhere in the General Industry Standards. For example, 29 *CFR* 1910.156, OSHA's Fire Brigades Standard, has requirements for firefighting gear. In addition, 29 *CFR* 1926.95-106 covers the construction industry. OSHA's general PPE requirements mandate that employers conduct a hazard assessment of their workplaces to determine what hazards are present that require the use of PPE, provide workers with appropriate PPE, and require them to use and maintain it in sanitary and reliable condition.

Using PPE is often essential, but it is generally the last line of defense after engineering controls, work practices, and administrative controls. Engineering controls involve physically changing a machine or work environment. Administrative controls involve changing how or when employees do their jobs, such as scheduling work and rotating employees to reduce exposures. Work practices involve training workers how to perform tasks in ways that reduce their exposure to workplace hazards.

As an employer, you must assess your workplace to determine if hazards are present that require the use of PPE. If such hazards are

present, you must select PPE and require employees to use it, communicate your PPE selection decisions to your employees, and select PPE that properly fits your workers.

You must also train employees who are required to wear PPE on how to do the following:

- Use PPE properly,
- Be aware of when PPE is necessary,
- Know what kind of PPE is necessary,
- Understand the limitations of PPE in protecting employees from injury,
- Don, adjust, wear, and doff PPE, and
- Maintain PPE properly.

Can PPE protect workers from head injuries?

Yes. Hard hats can protect your employees from head impact, penetration injuries, and electrical injuries such as those caused by falling or flying objects, fixed objects, or contact with electrical conductors. Also, OSHA regulations require employers to ensure that workers cover and protect long hair to prevent it from getting caught in machine parts such as belts and chains.

How can PPE protect workers from foot and leg injuries?

In addition to foot guards and safety shoes, leggings (e.g., leather, aluminized rayon, or other appropriate material) can help prevent injuries by protecting employees from hazards such as falling or rolling objects, sharp objects, wet and slippery surfaces, molten metals, hot surfaces, and electrical hazards.

Does PPE help protect workers from eye and face injuries?

Yes. Besides spectacles and goggles, PPE such as special helmets or shields, spectacles with side shields, and faceshields can protect employees from the hazards of flying fragments,

large chips, hot sparks, optical radiation, splashes from molten metals, as well as objects, particles, sand, dirt, mists, dusts, and glare.

What can PPE do to protect workers from hearing loss?

Wearing earplugs or earmuffs can help prevent damage to hearing. Exposure to high noise levels can cause irreversible hearing loss or impairment as well as physical and psychological stress. Earplugs made from foam, waxed cotton, or fiberglass wool are self-forming and usually fit well. A professional should fit your employees individually for molded or preformed earplugs. Clean earplugs regularly, and replace those you cannot clean.

Should workers wear PPE to help prevent hand injuries?

Yes. Workers exposed to harmful substances through skin absorption, severe cuts or lacerations, severe abrasions, chemical burns, thermal burns, and harmful temperature extremes will benefit from hand protection.

Why should workers wear PPE to protect the whole body?

In some cases workers must shield most or all of their bodies against hazards in the workplace, such as exposure to heat and radiation as well as hot metals, scalding liquids, body fluids, hazardous materials or waste, and other hazards. In addition to fire-retardant wool and fire-retardant cotton, materials used in whole-body PPE include rubber, leather, synthetics, and plastic.

When should workers wear PPE for respiratory protection?

When engineering controls are not feasible, workers must use appropriate respirators to protect against adverse health effects caused by breathing air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors. Respirators generally cover the nose and mouth or the entire face or head and help prevent illness and injury. A proper fit is essential, however, for respirators to be effective. All employees required to wear respirators must first undergo medical evaluation.

How can I get more information?

You can find more information about PPE, including the full text of OSHA's standards, on OSHA's website at www.osha.gov. In addition, publications explaining the subject of PPE in greater detail are available from OSHA. *Personal Protective Equipment* (OSHA 3077) and *Assessing the Need for Personal Protective Equipment: A Guide for Small Business Employers* (OSHA 3151) are available on OSHA's website. For more information about personal protective equipment in the construction industry, visit <http://www.osha-slc.gov/SLTC/constructionppe/index.html>.

To file a complaint by phone, report an emergency, or get OSHA advice, assistance, or products, contact your nearest OSHA office under the "U.S. Department of Labor" listing in your phone book, or call **(800) 321-OSHA (6742)**; teletypewriter (TTY) number is (877) 889-5627. To file a complaint online or obtain more information on OSHA federal and state programs, visit OSHA's website at www.osha.gov.

This is one in a series of informational fact sheets highlighting OSHA programs, policies, or standards. It does not impose any new compliance requirements or carry the force of legal opinion. For compliance requirements of OSHA standards or regulations, refer to *Title 29 of the Code of Federal Regulations*. This information will be made available to sensory-impaired individuals upon request. Voice phone: (202) 693-1999. See also OSHA's website at www.osha.gov.





BID BOND

KNOW BY THESE PRESENTS, that (contractor) _____
located at (address) _____, as Principal,
hereinafter called Principal, and (bonding company)
_____ a corporation duly organized under the laws of the
State of GA, as Surety, hereinafter called Surety, are held and firmly bound unto the **Housing Authority of
DeKalb County** (HADC) for the sum of 5 % of bid amount, \$_____ dollars, for the payment of
which sum well and truly to be made, the said Principal and Surety bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principle has submitted a bid for the _____ project
number # _____.

NOW, THEREFORE, if the HADC shall accept the bid of the Principle and the Principle shall enter into a
contract with the HADC in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or contract documents with good and sufficient surety for the faithful performance of
said contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in
the event of the failure of the Principle to enter such contract and give such bond or bonds, if the Principle
shall pay to the HADC the difference not to exceed the penalty hereof between the amount specified in such
bid and such larger amount for which the HADC may in good faith contract with another party to perform
work covered by said bid or an appropriate required amount as specified in the Invitation to Bids, then this
obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be duly signed and
sealed on the _____ day of _____, 2009.

Principal:

Surety:

_____(SEAL) _____(SEAL)
(signature) (signature)

Print name: _____ Print name: _____

Notary signature: _____(SEAL) Print name: _____



PERFORMANCE BOND

KNOW BY THESE PRESENTS, that (full name of legal title of contractor) _____ at (address) _____, as Principal, hereinafter called Contractor, and (name of bonding company/surety) _____ a corporation duly organized under the laws of the State of GA, as Surety, hereinafter called Surety, are held and firmly bound unto the **Housing Authority of DeKalb County** (HADC) and State of GA as Obligee, for the purpose of the contract for (description of project) _____ in the amount of (contract amount) \$_____ dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with the Housing Authority of DeKalb County for (project) _____ in accordance with drawings, specifications and scope of work prepared by the HADC which contract is by reference, made a part hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall promptly and faithfully perform and comply with the terms and conditions of said Contract and his/her obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The surety hereby waives notice of any alteration or extension of time made by the HADC and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by HADC to be in default under the Contract, the HADC having performed HADC's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the HADC and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the HADC and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by HADC to Contractor under the Contract and any amendments thereof, less the amount property paid by HADC to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the HADC or successors of the HADC.

The Undersigned Principal and Surety further agree that in each and every suit brought against the Obligor under this bond by the Obligee in which the Obligee shall be successful, there shall be assessed against the Obligor in favor of the Obligee, reasonable attorney's fees, which the Obligor hereby expressly agrees to pay a part of the cost and expense of each suit.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed on the _____ day of _____, 20_____.

Principal:

Surety:

_____(SEAL)

_____(SEAL)

(signature)

(signature)

Print name: _____

Print name: _____

Notary signature: _____(SEAL) Print name: _____



PAYMENT BOND

KNOW BY THESE PRESENTS, that (full name of legal title of contractor) _____
at (address) _____, as Principal, hereinafter
called Contractor, and (name of bonding company/surety) _____
a corporation duly organized under the laws of the State of GA, are held and firmly bound unto the **Housing
Authority of DeKalb County** (HADC) as Obligee, hereinafter called HADC, for the use and benefit of
claimants are hereinbelow defined, in the amount of (contract amount) \$_____ dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with the
Housing Authority of DeKalb County for (project) _____
in accordance with drawings, specifications and scope of work prepared by the HADC which contract is by
reference, made a part hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Principal shall promptly make
payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the
use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full
force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct contact with the Principal or with a subcontractor of the
Principal for labor, material, or both, used or reasonably required for use in the Contract, labor and
material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone
service, or rental of equipment directly applicable to the contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the HADC that every
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90)
days after the date of which the last of such claimant's work or labor was done or performed, or
materials were furnished by such claimant, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have
execution thereon. The HADC shall not be liable for the payment of any costs or expenses of any such
suit.
3. No suit or action shall be commenced hereinunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written
notice to any two of the following: the Principal, the HADC, or the Surety above named, within
ninety (90) days after such claimant did or furnished the last materials for which claim is made,
stating with substantial accuracy the amount claimed and the party to whom the materials were
furnished, or for whom the work or labor was done or performed. Such notice shall be personally
served or served by mailing the same by registered mail or certified mail, postage prepaid, in an
envelope addressed to the Principal at any place the Principal maintains an office or conducts its
business.
 - b. After the expiration of one (1) year following the date on which the last of the labor was performed
or material was supplied by the party bringing suit.
 - c. Other than in a court of competent jurisdiction for the County of DeKalb in which the construction
was to be performed.
1. The amount of this bond shall be reduced by and to the extent of any payment or payments made in
good faith hereinunder, inclusive of the payment Surety of mechanic' liens which may be filed of record
against said improvement, whether or not claim for the amount of such lien be presented under and
against this bond.

The Undersigned Principal and Surety further agree that in each and every suit brought against the Obligor under this bond by the Obligee in which the Obligee shall be successful, there shall be assessed against the Obligor in favor of the Obligee, reasonable attorney's fees, which the Obligor hereby expressly agrees to pay a part of the cost and expense of each suit.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed on the _____ day of _____, 20____.

Principal:

Surety:

_____(SEAL)
(signature)

_____(SEAL)
(signature)

Print name: _____

Print name: _____

Notary signature: _____(SEAL)

Print name: _____



APPRAISAL SERVICES BIDFORM

BIDDER'S PRICE SHEET

The Undersigned, having familiarized himself/herself with the local conditions affecting the cost of the work, with the contract documents in their entirety, hereby proposes to furnish all labor, materials and services required to complete the work as specified and therein set forth for the following lump sum amount which is herein referred to as the "Total Base Bid".

Total Fixed Fee:

Standard Appraisal before Rehab	Up to 1,000 sq.ft.	Up to 1,500 sq.ft.	Up to 2,000 sq.ft.	Up to 2,500 sq.ft.	Over 2,500 sq.ft.
On slab	\$	\$	\$	\$	\$
With basement	\$	\$	\$	\$	\$
On crawl	\$	\$	\$	\$	\$

Standard Appraisal after Rehab	Up to 1,000 sq.ft.	Up to 1,500 sq.ft.	Up to 2,000 sq.ft.	Up to 2,500 sq.ft.	Over 2,500 sq.ft.
On slab	\$	\$	\$	\$	\$
With basement	\$	\$	\$	\$	\$
On crawl	\$	\$	\$	\$	\$

The above Total Fixed Fee is all inclusive of the total contract price to the HADC and includes all costs incurred by the Contractor for equipment, materials, labor, permits, fees, insurance, operating costs, overhead, profit, etc.

ATTEST:

The bidder certifies that he/she has received one set of Specifications (Bid package) numbered _____ and Addenda numbered _____ to the General Specifications and the Technical Specifications. In addition, the bidder has included 1 original and 3 copies of his/her bid proposal, compliance forms and required documents listed on the contents page of the RFP package.

In submitting this bid proposal, it is understood that the right is reserved by the HADC to reject any and all bids. If written notice of the acceptance of this bid is mailed, emailed or delivered to the undersigned within ninety (90) days after the Bid Opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required Insurance Certificate(s) and compliance documents within ten (10) days after notification of award.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 10C.

Company Name

Date: _____

Signed By: _____
Bidder's Name

Title: _____

Cell phone Number

Office Number

Fax Number



STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered and legible, signed, dated and information must be clear and comprehensive. If necessary, additional information may be attached on a separate sheet and Offeror may submit any additional information applicable.

GENERAL INFORMATION:

Applicant: _____ Cell Phone # _____

Company Name: _____

Address: _____

Office Phone # _____ Fax # _____ Other # _____

Email Address: _____ Federal ID # (or SS #) _____

What is the general character of your company (trade, services, or construction fields)?

Business license # _____ List which county/city: _____

Do you have a business license in any other state? ☐ Yes ☐ No List all states: _____

When was your company organized? _____

Type of Entity: ☐ Corporation ☐ Sole Proprietor ☐ LLC ☐ Partnership

If a Corporation, where and when incorporated? _____

Is your Company Minority owned (MBE)? ☐ Yes ☐ No Woman owned (WBE)? ☐ Yes ☐ No

Are you a local small business enterprise (LSBE)? ☐ Yes ☐ No In DeKalb County? ☐ Yes ☐ No

Do you have a Georgia Contractor's license? ☐ Yes ☐ No If so, list which license:

☐ General Contractor ☐ Residential Basic Contractor ☐ Residential Light Commercial Contractor

Do you have any other license? ☐ Yes ☐ No If so, list: _____

How many employees do you have? _____ Will you be hiring additional employees? _____

Does your company participate in the Section 3 Program? ☐ Yes ☐ No

Do you have any participants in the program right now? ☐ Yes ☐ No If so, how many? _____

Have you or your company ever been debarred or suspended on a governmental contract? ☐ Yes ☐ No

If so, explain: _____

KNOWLEDGE AND EXPERIENCE:

List the background and years of experience of the main members of your organization, such as officers:

Name:	Title:	Background:	Years of experience:
1.			
2.			
3.			
4.			
5.			

The HADC shall make awards only to responsible firms possessing the ability to perform successfully under the terms and conditions of a proposed contract. Consideration shall be given to such matters as firm's integrity, compliance with public policy, record of past performance, experience and technical resources.

On a separate sheet, provide a list of REFERENCES including their name, phone number, company name and type of project.

On a separate sheet, list all CONTRACTS currently in progress showing gross amounts, term of contract and expected completion date.

On a separate sheet, list all PROJECTS recently completed by your company, stating the approximate cost for each project, and the month/year completed.

Have you failed to complete any work awarded to you? ☐ Yes ☐ No If so, when and why?

Have you ever defaulted on a contract? ☐ Yes ☐ No If so, when and why? _____

List your major resources (offices, equipment, technology, man power, etc) available for this contract:

FINANCIAL STATEMENT:

Do you have an operating reserve set aside? ☐ Yes ☐ No How much? \$ _____

How much credit do you have available? \$ _____ Source(s): _____

Provide Bank or financial references:

Name: _____ Rep's name & number: _____

Name: _____ Rep's name & number: _____

Name: _____ Rep's name & number: _____

Will you, upon request, provide a detailed financial statement, a breakdown of your prices or furnish additional information that may be required by the Housing Authority of DeKalb County? ☐ Yes ☐ No

Is there any other information that you want to be considered for award of this contract? ☐ Yes ☐ No

If so, explain: _____

COMPANY HIRING POLICY:

The Housing Authority of DeKalb County (HADC) is an equal-opportunity employer and requires the same from the contractor, his subcontractors and/or his representatives awarded this proposal.

The HADC requires a drug-free environment on all properties. The HADC requires the same from any contractors and/or his representatives working for the HADC.

The Hiring Policy of (your company name) _____ is that we employ the most competent people available regardless of age, race, color, religion, sex, handicap, familial status or national origin. It is also the policy of this company to include the equal employment provisions of the 1964 Civil Rights Law as a part of our subcontracts. The company policy on firing and/or discharging employees is the same as the hiring policy.

Is it your company policy to conduct a criminal check on employees? ☐ Yes ☐ No

Is it your company policy to conduct a drug screening on employees? ☐ Yes ☐ No

If no to any of the above, will you and/or your personnel agree to provide a criminal check and/or a drug screening if requested by the HADC? ☐ Yes ☐ No

If awarded this proposal, what steps will you take to assure the HADC that you will provide the most competent and professional employees? _____

VERIFICATION STATEMENT:

The undersigned hereby authorizes and requests for any person, firm or corporation to furnish any information requested by the Housing Authority of DeKalb County in verification of recitals comprising this statement of Offeror's experience.

The undersigned, being truly sworn, deposes and says that he / she is an authorized representative of the company referenced below and that the information provided herein is true and accurate to the best of his/her knowledge, and agrees that if the HADC discovers that any information contained herein is false, the HADC shall not consider this proposal nor make any award or cancel any award with the undersigned party. Further, the undersigned states that he/she is authorized to submit and execute this proposal on behalf of the company referenced above.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 10C.

Company: _____

Signed by Contracting Officer: _____

Print name: _____ Title: _____

Sworn to before me this _____ day of _____, 2009

Signed by Notary Public: _____ (Seal)

Print name: _____ My commission expires _____



BIDDER'S NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the
(Print name)

_____ of _____
(Title) (Name of Business)

who is making the foregoing proposal; that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix any element of said proposal or that of another offeror, or to secure any advantage against any other person interested in the proposed contract, and that all statements in said proposal are true.

I acknowledge that the Fraud Policy of the Housing Authority of DeKalb County forbids any HADC employee from accepting or seeking anything of material value from program participants, contractors, vendors, or persons providing services to HADC, or any similar or related irregularity, and I testify that I have not solicited or conspired to commit fraud with any HADC employee in order to secure an award from the Housing Authority of DeKalb County.

Signature

Title

Subscribed and sworn to before me this ____ day of _____ 2009

Signed by: _____
Notary Public (seal)

Print Name: _____ My Commission expires: _____

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

TO: HOUSING AUTHORITY OF THE COUNTY OF DEKALB

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

Certification for
a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

TO: HOUSING AUTHORITY OF THE COUNTY OF DEKALB

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	
Signature		Date
X		

Certification of Payments
to Influence Federal Transactions

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

TO: HOUSING AUTHORITY OF THE COUNTY OF DEKALB

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official		Title
Signature		Date (mm/dd/yyyy)

**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

HOUSING AUTHORITY OF DEKALB COUNTY

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

TO HOUSING AUTHORITY OF DEKALB COUNTY

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
 - (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**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. 7/31/2009)

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

200.410Definition 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.

200.420Equal 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 referenced to the equal opportunity clause.

200.425Modification 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.



THE SECTION 3 CLAUSE

[24 CFR 135]

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulation in CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date 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 finding that the subcontractor is in violation of the regulations in CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section (7b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

I have read the above information and am fully aware of its contents.

Contractor:

Sign your name & date

Bidders are to sign and submit this page with bid proposal.

INSURANCE CERTIFICATE EXAMPLE:

CERTIFICATE OF INSURANCE:

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW					
PHONE		COMPANIES AFFORDING COVERAGE					
INSURED		COMPANY LETTER A					
		COMPANY LETTER B					
		COMPANY LETTER C					
		COMPANY LETTER D					
		COMPANY LETTER E					
COVERAGES		THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE			
A	GENERAL LIABILITY	REQUIRED			GENERAL AGGREGATE	\$1,000,000	
	(X) COMMERCIAL GENERAL LIABILITY				PROD-COMP / OF AGG.	\$1,000,000	
	() CLAIMS MADE (X) OCCURANCE				PERS. & ADV. INJURY	\$1,000,000	
	(X) OWNER'S & CONTRACTOR'S PROTECTIVE				EACH OCCURRENCE	\$1,000,000	
	()				FIRE DAMAGE (ANY ONE FIRE)	50,000	
					MEDICAL EXPENSE (ANY ONE PERSON)	5,000	
A	AUTOMOBILE GENERAL LIABILITY	REQUIRED			COMB. SINGLE LIMIT	\$1,000,000	
	() ANY AUTO				BODILY INJURY (PER PERSON)		
	(X) ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)		
	(X) SCHEDULED AUTOS				PROPERTY DAMAGE		
	(X) HIRED AUTOS						
	(X) NON-OWNED AUTOS						
	() GARAGE LIABILITY						
	()						
	EXCESS LIABILITY				EACH OCCURRENCE		
	() UMBRELLA FORM				AGGREGATE		
	() OTHER THAN UMBRELLA FORM						
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	REQUIRED			STATUTORY LIMITS		
A					EACH ACCIDENT	\$100,000	
					DISEASE-POL. LIMIT	500,000	
					DISEASE-EACH EMPLOYEE	100,000	
	OTHER						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS "HOUSING AUTHORITY OF THE COUNTY OF DEKALB, GEORGIA IS AN ADDITIONAL INSURED"							
CERTIFICATE HOLDER Housing Authority of DeKalb County 750 Commerce Drive, Suite 201 Decatur, GA 30030-2612 Attention: Janet Verner			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER TO THE LEFT. AUTHORIZED REPRESENTATIVE				