



INVITATION TO BID

Procurement per 15 AAC 150.300-490

Project Title: Hazardous Waste Management

Section

1

ITB Number: 26T05-003

Project Site: Anchorage, Alaska

Project Description: The Alaska Housing Finance Corporation (AHFC) is seeking the services of a Hazardous Material Testing and Abatement firm to perform Hazardous Material Assessment, Abatement Planning, Regulatory Compliance documentation, Abatement, Engineering Control design and installation as detailed herein.

Procurement Officer: Marlon Dimatulac

Contact Info: Phone: (907) 330 - 8161

Fax: (907) 330-8217

Email: Submittals@ahfc.us

Anticipated Period of Performance – Begin thru End: The term of the Contract is for one (1) year with an option to extend up to six (6) additional one (1) year periods at AHFC's sole discretion.

Funding Source: Corporate

Federal

Type of Work: Services

Maintenance

Construction

Estimated Amount of Proposed Contract:

Less than \$100,000

\$100,000 to \$500,000

\$500,000 or greater

Question Deadline and Submittal location:

DATE: 02/13/2026 PREVAILING TIME: 4:00 PM EMAIL: Submittals@ahfc.us

Submittal Location and Deadline

(Offerors are responsible to assure delivery prior to deadline. Only proposals received prior to the following date and time will be opened.)

DATE: 02/25/2026 PREVAILING TIME: 4:00 PM

DELIVER BIDS VIA ONE OF THE FOLLOWING METHODS (and person, if named):

HAND DELIVER OR MAIL

EMAIL:

Submittals@ahfc.us

Alaska Housing Finance Corporation

4300 Boniface Parkway

Anchorage, Alaska 99504

Attention: Andrew Morton, Administrative Manager, Procurement

DS
AM

IMPORTANT NOTICE: If you downloaded this solicitation from the Corporation's Website, you must register with the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this ITB. To be registered email Submittals@ahfc.us or fax 907-330-8217 and provide the project name & number, company name & contact person, address, phone number & fax number. An electronic version of the ITB may be obtained at AHFC's website <https://www.ahfc.us/about-us/notices/invitations-bid>

Minority and women-owned businesses are encouraged to submit proposals.

This ITB is issued on behalf of the Alaska Housing Finance Corporation by:

Scanned and e-Signed by:

 A83340923CEFF429...
 Gregory Rochon
 Chief Procurement Officer



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Section 1. General Information & Notices

Section 2. Summary of Work

Section 3. Attachments (*If Box is checked below, attachments are included in this ITB*)

- HUD Form 5369-A – Representations, Certifications of Bidders (if federally funded) (**Required**)
- HUD Form 5369-B – Instructions to Offerors (if federally funded)
- HUD Form 5370-C –General Conditions for Non-Construction Contracts (if federally funded)
- Supplement to General Conditions for Non-Construction Contracts
- Affidavit of Disclosure of Interest (**Required**)
- Affidavit of Non-Collusion (**Required**)
- Bid Form (**Required**)
- HUD Wage Rate Schedule

Notices

1. The Alaska Housing Finance Corporation is an equal opportunity employer.
2. AHFC encourages all contractors to inspect each site location identified in the attached Scope of Work before submitting the bid. Site visits may be scheduled between the hours of 8:00 a.m. to 5:00 p.m. To request a visit, please contact the Procurement Officer identified above.
3. No bid shall be withdrawn without the consent of AHFC for a period of sixty (60) days subsequent to the opening of the bids.
4. Work must conform to all applicable federal, state and local laws, ordinances and codes. Contractor must ensure that qualified employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability or national origin.
5. This work is funded by the U.S. Department of Housing and Urban Development (HUD), and Section 3 of the HUD act of 1968 is applicable to this Contract. See Paragraph 21 in Section I-HUD 5370-C, General Conditions for Non-Construction Contracts.
6. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Corporation. The Corporation shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
7. AHFC will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this ITB or termination of any contract resulting from the award of the ITB.
8. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

9. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations.
10. **Professional Liability Insurance for the proposed contract:** is required
11. **Pre-bid Conference:** None As follows:
12. **Special Notices:**
 - 12.1 An Alaska Business License is required of Contractors who do business in Alaska at time of award. Information regarding applying for an Alaska Business License can be found on-line at <http://commerce.alaska.gov/dnn/cbpl/Home.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.
 - 12.2 **Contractor's Pollution Liability (or equivalent) Insurance:** Contractor will provide and maintain Contractor's Pollution Legal Liability Insurance covering all errors, omissions, or negligent acts of the Contractor, its sub-contractors, or anyone directly or indirectly employed by them, made in the performance of the Contract. Limits required are not less than \$1,000,000 per occurrence (See Article 7.4 of the Supplement to General Conditions for Non-Construction Contracts).
13. **Local Hire:** Contractor shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract. In order to ensure that the Contractor's subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the Contractor shall include in its contracts with subcontractors under this Contract, language that is substantially the same as the first sentence of this provision. Bidder is advised to contact the Department of Labor at (907)269-4900 (Anchorage) with any questions requiring applicable local hire laws and regulations.
14. **Alaska Bidder and Product Preferences are not applicable:** The funding for this project is from the U.S. Department of Housing and Urban Development (HUD). Pursuant to AS 36.30.890, the Alaska Bidder Preference (36.30.170), and Alaska Product Preferences (36.30.332) are not applicable.

AHFC will not apply the Alaska Bidder Preference, Alaska Products Preference, or the local forest products preference because federal requirements preclude enforcement of these provisions for federally funded projects.
15. **Ineligibility:** AHFC is prohibited from making award to, or approving as subcontractors, any individuals or firms which are on the list of contractors ineligible to receive awards from the United States as furnished from time to time by the Department of Housing and Urban Development (HUD), or as provided by State of Alaska Department of Labor (AKDOL). Contractors who have been debarred or suspended by a governmental entity remain ineligible for Contract award by AHFC for the duration of that debarment/suspension.
16. **Criteria for Selection:** The Contract will be awarded to the responsive and responsible bidder submitting the lowest bid complying with the conditions set forth herein, provided its bid is reasonable and it is in the best interest of AHFC to accept it.

AHFC reserves the right to reject the bid of any bidder who has failed to comply with the Invitation for Bid requirements; who has failed to perform any previous contracts with AHFC; who has previously failed to complete a contract of a similar nature on time.

17. **Subcontracts:** In compliance with AS 36.30.115, the following procedures apply:

Within five (5) working days after issuance of the Notice to Proceed, the low bidder shall submit a list of the subcontractors the bidder proposes to use in the performance of the Contract. The list must include the name and location of the place of business for each subcontractor and evidence of the subcontractor's valid Alaska business license. A bidder for a construction contract shall also submit evidence of each subcontractor's registration under AS 08.18. If a subcontractor on the list does not have a valid Alaska business license and a valid certification of registration under AS 08.18 at the time the bid was opened, the bidder may not use the subcontractor in the performance of the Contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska business license and a valid Certification of Registration under AS 08.18 at the time the bid was opened.

18. **Insurance:** The successful bidder will be required to secure and maintain the insurance required by the Contract documents. See Article 7 of the Supplement to General Conditions.

19. **Proposal Form / Fee Proposal and Certifications (REQUIRED):** Bidder must submit a completed statement of qualifications for the firm(s) submitting the bid. At a minimum, the information required by the Bid Form and the attachments thereto must be submitted; other data may be submitted as deemed relevant. Information required by the Bid Form includes the following:

- A. Affidavit of Disclosure of Interest, signed and notarized.
- B. Affidavit of Noncollusion, signed and notarized.
- C. The bidder has attached a listing of projects to which bidder is currently obligated or anticipates being obligated to in the near future.
- D. The bidder has attached a statement of similar work performed by the bidder or bidder's key team members during the three (3) years prior to the date of this bid and the name and telephone numbers of persons who may be contacted as references for these projects.
- E. The bidder affirmatively states that s/he is in compliance with State and Federal Civil Rights Act and other Equal Employment Opportunity provisions.

20. **Submission of Bids:**

- A. Bids must be submitted to the Reception Desk at AHFC, 4300 Boniface Parkway, Anchorage, Alaska 99504 or by email to submittals@ahfc.us. It is the responsibility of the bidder to ensure that their bid is in the proper office of AHFC prior to the closing time established for receiving bids. AHFC will hold a public reading of all bids after the submittal due date via tele conference. Call-in information will be provided via an addendum.
- B. Bids must include any federal or State tax which is applicable to the material of this bid.

- C. No alternative bids will be considered unless alternative bids are specifically requested.
- D. The bidder understands and agrees that an error in the bid, whether due to faulty judgment, mistake, clerical error, or otherwise, does not relieve the bidder of the duty to perform hereunder. In submitting a bid, the bidder understands and agrees that AHFC intends to conform to the requirements of law and that AHFC will not be liable for the errors of its agents and employees in evaluating bids.
- E. AHFC reserves the right to waive any and all informalities as may serve its best interests.
- F. AHFC reserves the right to accept or reject any or all bids and may require clarification supplemented through additional written submissions. AHFC will not be subject to payment for costs incurred for bid preparation or contract preparation as a result of valid and legal termination of this ITB or termination of any contract resulting from the award of the ITB.
- G. Neither a Notice of Intent to Award nor a Final Award will be made at the time of the bid opening.

21. **Jurisdiction:** This Contract is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, or this Agreement. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.

PART 1 GENERAL**1.1 GENERAL DESCRIPTION**

AHFC is seeking the services of a Hazardous Material Testing and Abatement firm to perform Hazardous Material Assessment, Abatement Planning, Regulatory Compliance documentation, Abatement, Engineering Control design and installation, and provide Hazardous Materials Training as needed to achieve the corporate mission to provide Alaskans access to safe, quality, affordable Housing.

Additional activities associated with providing the investigation, documentation, maintenance, and/or removal of hazardous substances found or suspect to exist in additional properties within the AHFC portfolio may be added to the contract through Request For Proposal and subsequent Change Order.

The bidding contractor must, at a minimum, have the necessary certifications and equipment to perform training, testing, reporting, encapsulation, and/or abatement of Hazardous materials used in housing construction as well as hazards that may be introduced into housing. These include, but are not limited to: Asbestos, Lead Based Paint, Mercury/Heavy Metals, Methamphetamine and other Drugs of Abuse, Radon Mold/Microbial Growth, Crystalline Silica, VOCs, Phthalates and BPA, Insects (roaches, bedbugs, lice, etc....)

This is not a pest removal contract and will not include placement of traps or pesticides, but may involve cleaning up the effects of infestations.

The bid basis has been identified based on recent historical need for the services described above. Contract Award and Bid evaluation metrics are not a guarantee of work. The successful bidder will be required to provide and bid to AHFC prior to beginning any work; AHFC may approve the start of work prior to receiving a bid where circumstances dictate quick response or the scope of work is unable to be determined prior to onset; these occurrences will be documented by the Contract Administrator and the Successful Bidder; only the identified Contract Administrator, or AHFC designee may approve work under the contract.

Bid Basis - Bid amounts provided are to be all inclusive

- Methamphetamine Testing Per Sample (sample may be single location or averaged locations).
- Lead Testing Per Sample XRF, and Per Sample Swab, Per Sample Dust.

ALASKA HOUSING FINANCE CORPORATION

SECTION 01010
SUMMARY OF WORK

- Asbestos PLM Testing, per sample. Testing to follow proper chain of custody and third-party testing by independent laboratories.
- Asbestos Drywall Removal with ACM Joint Compound, per Square Foot. Popcorn Ceiling.
- Asbestos Flooring Removal, per Square Foot. Asbestos Tile, Mastic and Underlayment.
- Bio Hazard Waste Removal per Cubic Yard.
- Bulk Hazardous Materials disposal may include, but not be limited to: human/pet waste, spoiled food, abandoned belongings/furniture, pest infestation, soiled flooring, etc. Removal by the cubic yard. Items in the list that do not conform well to cubic yard measurements will be negotiated for the specific request.

Award is not a guarantee of work, AHFC retains the option to forgo contract work where deemed in the best interest of the Corporation.

Bid prices are to be all inclusive, submitted and evaluated on a square foot removal, cubic foot removal, and single testing location cost as indicated on attached bid form.

1.2 QUALITY ASSURANCE

- A. This Contract is for as-needed hazardous waste testing and removal at various Alaska Housing Finance Corporation Public Housing scattered site locations in Anchorage, Wasilla, and Seward Alaska. There is no minimum or maximum guarantee of work anticipated to be awarded under this contract. As work is identified, scopes of work will be developed and change orders will be incorporated into the contract.
- B. Contractor must be certified and licensed to perform asbestos abatement, lead abatement, and methamphetamine remediation work as described herein under the applicable jurisdictions of authority. Contractor shall obtain any required permits, comply with all local building codes, ordinances, rules, regulations, inspections, reporting, and all other legal requirements and associated costs as required by all applicable jurisdictions of authority.
- C. All work to be done in a workmanlike manner resulting in a complete, finished, and functional installation.

- D. Contractor must employ only qualified workers who are skilled and experienced in respective trades and specialties. Apprentices or helpers, when employed, shall be under the supervision of qualified tradesman who specialize in abatement and/or decontamination procedures regarding lead, asbestos abatement, bio-hazard waste remediation, and methamphetamine decontamination.
- E. Contractor shall perform visual inspection and/or clearance testing as applicable with approval from AHFC Contract Administrator prior to demobilization from the site.
- F. This is not a pest removal contract and will not include placement of traps or pesticides, but may involve cleaning up the effects of infestations.

1.3 SCHEDULING AND SEQUENCING

- A. Unit Entry: If required, arranged by AHFC in continuous and contiguous manner to accommodate engineering and installation. Contractor shall notify the owner, in writing, five working days in advance of entering the site. No work shall be performed prior to tenant notification. Contractor shall provide a schedule of entry, updated weekly. The entry schedule shall include length of time Contractor shall be in each unit.
 - 1. For bidding purposes only; Testing may take place in occupied or unoccupied units and common spaces.
 - 2. For bidding purposes only; Abatement will be limited to unoccupied units.
- B. Work in or near Units: Perform work during normal working hours (8:00 a.m. - 5:00 p.m., M - F, unless specifically approved otherwise by the Contract Administrator) until completed at least inconvenience to residents.
 - 1. Complete each installation, including demolition, installation, and finishes, as quickly as possible and follow approved sequence and schedule.
 - 2. Work in Occupied Units: Complete work on same day in which it is commenced if possible.
- C. For scheduling of future site visits, contact Facilities Coordinator Jerrid Warner at jwarner@ahfc.us or (907) 330-8128

PART 2 SECURITY**2.1 BUILDING SECURITY**

- A. The Contractor shall ensure that the exterior doors are kept locked at all times except when the buildings are open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. All exterior doors are to be checked and locked when the Contractor or Contractors employees leave the building.

2.2 KEY CONTROL

- A. When necessary, the Contractor shall be furnished with all requisite keys to building entrances and units. Contractor shall be responsible for returning all such keys upon completion of contracted work. Damaged, stolen, or misplaced keys shall be the responsibility of the Contractor, and the Contractor shall be responsible for all associated replacement costs. The Contractor shall not, directly or indirectly, duplicate or allow duplication of an AHFC issued keys to the building, or any part thereof. The Contractor shall be liable and responsible for, and shall pay any and all claims and damages, including claims and damages resulting from loss of use, for any theft or loss of any funds, or other property in or about the building or facility, committed or caused by any employee, agent, representative for other person allowed or authorized by the Contractor to be on the premises.

PART 3 EXECUTION**3.2 CONTRACT TERMS**

- A. The initial term of the contract between the parties shall be for one (1) year from the date the Notice to Proceed is issued by AHFC. The Contract may be renewed for up to six (6) additional one (1) year periods at AHFC's sole discretion. To the extent that any fee schedules established under the agreement extend beyond one year after the execution of this agreement, Contractor shall be entitled to request an increase in such fees at the time of annual renewal by a percentage equal to the applicable annual percentage increase in the Consumer Price Index (CPI). Any such increase is subject to AHFC's sole approval. AHFC reserves the right to negotiate and add additional properties and areas at any time. Any additional work identified by AHFC will be negotiated with the awarded Contractor through the change order process.

3.1 EXAMINATION OF SITE

- A. Failure to Visit Site: Will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to AHFC.

3.2 CONTRACTOR USE OF PREMISES

- A. Operations of Contractor: Limited to areas where work is indicated.
- B. Access: Restrict access to extent required allowing for ongoing activities at buildings and site.
- C. AHFC Occupancy: AHFC tenants will occupy portions of premises during entire construction period for conduct of their normal operations.
 - 1. Cooperate with AHFC in scheduling construction operations to minimize conflict and to facilitate AHFC tenant usage.
 - 2. Resident safety is of primary importance. Contractor to use barricades, temporary fencing, walks, shelters, enclosures, etc. as required to protect residents and their property.
- D. Emergency Exits: Maintain all required fire exits from existing buildings at all times; existing buildings are occupied during construction process.
 - 1. Exit Doors, Stairways, and Discharge Areas: Acceptable to local code authority.
- E. Construction Operations: Limited to areas where work is indicated.
 - 1. Take precautions to allow for continued operations including tenant and public access and other outside activities.
 - 2. Disruptive Operations: Noisy and disruptive operations (such as use of jackhammers and other noisy equipment) shall be minimized in close proximity to existing apartments and buildings.
 - a. Schedule and coordinate such operations with AHFC.

- b. Upon notification from AHFC, cease operations that are, in opinion of AHFC, disruptive to normal operations. Schedule such operations as described above.
3. Outages: Coordinate and schedule any required heating, domestic hot water, electrical or other utility outages with AHFC.
 - a. Outages shall be allowed only at previously agreed times. Schedule work to minimize the time for outages.
 - b. Permanent power and utilities are to be restored at the end of each workday in occupied units. All units will be occupied for the duration of the contract.
 - c. Building utilities will be restored daily at the conclusion of the work-shift and may be taken off-line no earlier than 8 AM daily, unless otherwise approved, in writing, by the Contract Administrator. A minimum of 1 weeks' notice is required for any overnight outages.

F. Contractor's Performance of Work:

1. Conduct work efficiently at least inconvenience to residents in occupied dwelling units. Take precautions to protect residents and public from injury from construction operations.
2. Keep premises free of debris and construction materials resulting from installation work on a daily basis. Minimize the production of dust. Dispose of debris in an off-site approved site.
3. Contractor: Exclusively responsible for damage to grounds, plantings, buildings, and any other facilities or property. Pay for repair or replacement in full.

G. Storage Space may be assigned to Contractor as a convenience.

1. Contractor: Use such spaces at own risk.
2. AHFC: Not responsible for adequacy of space or spaces assigned, or safekeeping of material stored.

PART 4 PAYMENTS

4.1 PAYMENT PROCEDURES

- A. Payments will not be made in advance of project or work not in place.
 - 1. Progress payments may be made with the approval and coordination of Contract Administrator.
- B. Invoices to be submitted to Jerrid Warner, Facilities Management Coordinator @ jwarner@ahfc.us (907) 330-8128 and construction@ahfc.us
- C. AHFC will process approvable payments in a timely manner and in accordance with Alaska Statute.

END OF SECTION

PART 1 GENERAL**1.1 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with current applicable laws, ordinances, codes, and regulations.
 - 1. Accessibility: Comply with following:
 - a. Architectural Barriers Act of 1968 as amended (42 USC 4152-4157), HUD implementing regulations (24 CFR Part 40), and Uniform Federal Accessibility Standards (UFAS).
 - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.
 - c. Fair Housing Accessibility Guidelines (24 CFR Chapter 1).
 - d. Americans with Disabilities Act of 1990 (ADA) (28 CFR Part 35).
 - 2. Recoverable Materials: Comply with Resource Conservation and Recovery Act (RCRA), Section 6002 and EPA Guidelines.
- B. Reference Standards: For products or workmanship specified by reference to association, trade, or Federal Standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
 - 1. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of PHA/IHA or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign to Contracting Officer any duty or authority to supervise or direct furnishing or performance of Work or any duty or authority to undertake responsibilities contrary to provisions of General Conditions.
 - a. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive requirement.
 - b. Comply with recommendations of referenced standards even

though they are not mandatory in standard.

2. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.

a. Notify Contracting Officer of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.

1) Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.

3. Effective Date: Date of referenced standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.

4. Copies: When required by individual sections, obtain copy of referenced standard. Maintain copy at job site during work.

C. Asbestos abatement to include complete removal along with proper waste handling and disposal of all positively tested material at approved facilities. To ensure protection of surrounding environment and neighboring tenants, contractor shall perform all work in compliance with, but not limited to:

- OSHA Asbestos Standards (29 CFR 1926.1101)
- EPA NESHAP regulations for asbestos removal
- State and local asbestos rules/regulations

D. Lead abatement to include removal along with proper waste handling and disposal of all positively tested lead containing material at approved facilities. When removal is not required, encapsulation of lead-based paint will be accepted with AHFC approval. To ensure protection of surrounding environment and neighboring tenants, contractor shall perform all work in compliance with, but not limited to:

- EPA RRP Rule (40 CFR Part 745 Subpart E)
- HUD Guidelines for lead-based paint hazard control
- OSHA Lead in Construction Standard (29 CFR 1926.62)
- State and local lead abatement rules/regulations

- USEPA Lead inspector/risk assessor required for XRF sampling

E. Bio-hazard waste remediation to include removal along with proper waste handling and disposal of affected building material and tenant belongings identified by AHFC. Bio-hazard waste includes but is not limited to blood-borne pathogens, bodily fluids, and medical waste. Contractor shall perform all work in compliance with, but not limited to:

- OSHA Bloodborne Pathogens Standard (29 CFR 1910.1030)
- EPA, DOT, and State specific waste transport requirements
- CDC Guidelines for handling infectious materials

F. Methamphetamine remediation to include surface and material removal along with proper waste handling and disposal of all positively tested material at approved facilities. This may also include specialized cleaning, encapsulation, and decontamination of ventilation system.

G. Certificates: When required by Contract Documents, or when requested in writing by Contracting Officer, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.

H. Labels: Where labels indicating certification are specified, deliver and install products with labels intact. Do not remove labels.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 REFERENCE STANDARD SOURCES

A. Reference Standards: For copies of specifications and standards referenced in specifications, contact respective organization listed below:

AAMA

American Architectural Manufacturers Association
1540 E. Dundee Road, Suite 310
Palatine, IL 60067
708/202 13-50 Fax 708/202-1480

AHAM (on NIBS CCB)*
Association of Home Appliance Manufacturers
20 North Wacker Drive

Chicago, IL 60606
312/984-5800

ANSI
American National Standards Institute Inc.
11 West 42nd Street
New York, NY 10036
212/642-4900 Fax 212/302-1286

APA (on NIBS CCB)*
American Plywood Association
PO Box 11700
Tacoma, WA 98411-0700
206/565-6600 Fax 206/565-7265

ARMA (on NIBS CCB)*
Asphalt Roofing Manufacturers Association
6288 Montrose Road
Rockville, MD, 20852
301/231-9050 Fax 301/881-6572

ASHRAE
American Society of Heating, Refrigerating and Air-Conditioning
Engineers
1791 Tullie Circle, NE
Atlanta, GA 30329
404/636-8400 Fax 404/321-5478

ASME
American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017
212/705-7722 Fax 212/705-7674

ASSE
American Society of Sanitary Engineering
PO Box 40362
Bay Village, OH 44140
216/835-3040

ASTM
American Society for Testing and Materials
1916 Race Street

Philadelphia, PA 19103-1187
215/299-5585 Fax 215/977-9679

AWS (on NIBS CCB)*
American Welding Society
PO Box 351040
Miami, FL 33135
800/334-9353 Fax 305/443-7559

AWI
Architectural Woodwork Institute
1952 Isaac Newton Square W
Reston, VA 20190 703/733-0600

BEES
Alaska Housing Finance Corporation
Research Information Center
4300 Boniface Parkway
Anchorage, AK 99504
907/338-6100

BHMA
Builder's Hardware Manufacturer's Association
355 Lexington Avenue, 17th Floor
New York, NY 10017
212/661-4261

CPSC
Consumer Products Safety Commission
5401 Westbard Avenue
Bethesda, MD 20816
800/638-2772

CS
Commercial Standards
U.S. Department of Commerce
Government Printing Office
Washington, DC 20402
202/377-2000

GA (on NIBS CCB)*
Gypsum Association
810 First Street, NE, Suite 510
Washington, DC 20002
202/289-5440 Fax 202/289-3707

FS (on NIBS CCB)*
General Services Administration Federal Specifications
Specifications Unit (WFSIS)
7th and D Streets, SW
Washington, DC 20407
202/708-9205 Fax 202/205-3720

HUD
Material Releases are part of HUD Technical
Suitability of Building Products Program.
Contact: Department of Housing and urban Development
Manufactured Housing and Construction Standards
451 7th Street, SW
Washington, DC 20410-8000 202/708-1929

HUD USER
PO Box 6091
Rockville, MD 20850
1/800/245-2691 or 301/251-5254

ISDSI (on NIBS CCB)*
Insulated Steel Door Systems Institute
30200 Detroit Avenue
Cleveland, OH 44145-1967
216/899-0010 Fax 216/892-1404

NEMA
National Electrical Manufacturers Association
2101 L Street, NW
Washington, DC, 20037
202/457-8400

NFPA (on NIBS CCB)*
National Fire Protection Association
Batterymarch Park
Quincy, MA 02169-9101
800/344-3555 Fax 617/984-7057

NFPA

National Forest Products Association
1240 Connecticut Avenue, NW, Suite 200
Washington, DC 20036

NFRC

National Fenestration Rating Council Incorporated
1300 spring Street, Suite 120
Silver Spring, Maryland 20910
301/589-6372 Fax 301/588-0854

NORTHERN COMFORT

Alaska Housing Finance Corporation
Research Information Center
4300 Boniface Parkway
Anchorage, AK 99504
907/338-6100

NRCA

National Roofing Contractors Association
6250 River Road
Rosemont, IL, 60018
708/299-1183 Fax 708/299-1183

PDCA

Painting and Decorating Contractors of America
27606 Pacific Highway South
Kent, WA 98032
206/941-8823

PEI

Porcelain Enamel Institute
1101 Connecticut Avenue, NW, Suite 700
Washington, DC 20036
202/857-1134

PS

Product Standards
U.S. Department of Commerce
Government Printing Office
Washington, DC 20402
202/783-3238

RFCI

Resilient Floor Covering Institute
966 Hungerford Drive, Suite 12-B
Rockville, MD 20850
301/340-8580 Fax 301/340-7283

SDI (on NIBS CCB)*
Steel Door Institute
30200 Detroit Avenue
Cleveland, OH 44145-1967
216/899-0010 Fax 216/892-1404

SIGMA

Sealed Insulating Glass Manufacturers Association
401 North Michigan
Chicago, IL 60611-4206
312/664-6610

SMA (on NIBS CCB)*
Screen Manufacturers Association
655 Irving Park, Suite 201
Chicago, IL 60613-3198 312/525-2644 Fax 312/248-9659

SMACNA (on NIBS CCB)*
Sheet Metal and Air Conditioning Contractors National Association
PO Box 221230
Chantilly, VA, 22022-1230
703/803-2989 Fax 703/803-3732

TCA (on NIBS CCB)*
Tile Council of America Inc.
PO Box 326
Princeton, NJ 08542-0326
609/921-7050 Fax 609/452-7255

UL

Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062
312/272-8800

VWD
Vinyl Window and Door Institute
355 Lexington Avenue
New York, NY 10017
212/351-5400

3.2 DEFINITIONS

- A. Basic Contract definitions are included in the General Conditions.
 - 1. 'Indicated' refers to graphic representations, notes, or schedules on Drawings; Paragraphs or Schedules in Specifications; and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference.
 - 2. 'Directed': Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "directed by the Contract Administrator," "requested by the Owner," "requested by the Architect," and similar phrases.
 - 3. 'Approve', used in conjunction with action on submittals, applications, and requests, is limited to the Contract Administrator's or Architect's duties and responsibilities stated in General and Supplementary Conditions.
 - 4. 'Regulation' includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
 - 5. 'Furnish' means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."
 - 6. 'Install' describes operations at the site including "unloading, unpacking, assembly, erection, anchoring, applying, and working to dimension, protecting, cleaning, and similar operations."
 - 7. 'Provide' means "furnish and install, complete and ready for use."
 - 8. 'Installer': Installer is the Contractor or an entity engaged by the Contractor as employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation,

erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- a. The term "experienced" when used with "Installer" means having a minimum of 5 previous Projects similar in size to this Project and being familiar with the precautions required and with requirements of the authority having jurisdiction.
9. 'Project Site' is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
10. 'Testing Laboratories': A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

B. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.

C. Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the context so indicates.

1. Imperative language is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

D. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

E. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents; correspondence and records established in conjunction with compliance with standards; and regulations bearing upon performance of the Work.

END OF SECTION

PART 1 GENERAL**1.1 REQUIREMENTS INCLUDED**

- A. Procedural requirements
- B. Rehabilitation and renovation of existing spaces and materials

1.2 RELATED REQUIREMENTS

- A. General Conditions and Special Conditions
- B. Section 01010 - Summary of Work
- C. Section 01500 - Construction Facilities and Temporary Controls

PART 2 PRODUCTS**2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK**

- A. New materials: As specified in individual specification sections.
- B. Match existing products and work for patching and extending work.
- C. Determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as a standard. Presence of a product, finish or type of work requires that patching, extending or matching shall be performed as necessary to make work complete and consistent with existing quality and contract documents.

PART 3 EXECUTION**3.1 GENERAL**

- A. Remove existing materials and items as indicated, as required by job site conditions, as scheduled, and as specified herein, to accomplish new work and alteration in the existing building.
- B. Remove existing materials carefully and only to the extent required for the final work. Minimize damage to adjacent materials.
- C. Conduct all operations with a minimum of noise and dust.
- D. Take reasonable and adequate precautions to protect the Owner's property from damage during demolition work, moving of debris and damage by the

elements. Restore any damage to Owner property due to the aforesaid work or replace in a manner satisfactory to the Contract Administrator.

- E. Provide and maintain suitable barricades, shelter, and lights, and danger signals during the progress of the work. They shall meet the requirements of the applicable building codes. Assume the responsibility of barriers to completion of contract and remove same.
- F. Contractor to assume responsibility for utility locates and coordinating with utility agencies.

3.2 INSPECTION

- A. Verify that demolition is complete and areas are ready for installation of new work.
- B. Beginning of restoration work means acceptance of existing conditions.

3.3 PREPARATION

- A. Plan work in advance, informing Contract Administrator of procedure and schedule.
- B. Verify existing conditions affecting work including existing sizes and materials indicated prior to beginning work or ordering materials that are affected by existing conditions. Notify Contract Administrator of conflicts in writing.
- C. Where openings are to be cut in existing structures cut such openings with care. Where materials, equipment, frames, etc. are to be removed, remove such items with care to minimize damage to adjacent surfaces and materials.
- D. Cut, move, or remove items as necessary for access to alterations and renovations work; replace and restore at completion.
- E. Cut pockets, openings, chases, depressions, etc., to install or allow for installation of materials or equipment.
- F. Remove from site unsuitable material not marked for salvage, such as rotted wood and rusted metals; replace materials as specified for finished Work.
- G. Remove from site, including concealed spaces, debris and abandoned items resulting from demolition operations from the site, daily. No accumulation of debris will be permitted.

- H. Prepare surfaces and remove surface finishes to provide for proper installation of new Work.
- I. Close openings in exterior surfaces to protect existing and salvage items from weather and extremes of temperature and humidity. Insulate and seal ductwork and piping to prevent condensation in exposed areas.

3.4 REPLACEMENT OF ROTTED MATERIALS

- A. If rotted material is encountered that has not been described within the original scope of work, notify the AHFC Contract Administrator prior to removing or encapsulating the affected material. Upon direction by the Contract Administrator, rotted material shall be completely removed and replaced with same dimension and quality material or better. If dampness is present, all areas shall be completely dried (including adjacent areas) by the Contractor prior to enclosure.

3.5 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to original condition.
- C. Patched work shall match existing adjacent work in texture and appearance.
- D. Install products as specified in individual specification sections.

3.6 TRANSITIONS

- A. Where new work abuts or aligns with existing, make a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible terminate existing surface along a straight line at a natural line of division and make recommendation to Contract Administrator.
- C. Where removal of materials results in adjacent spaces becoming one, rework to a smooth plane without breaks. Where a change of plane occurs, submit recommendation for providing a smooth transition for review.

3.7 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are disturbed, damaged or otherwise made defective in appearance or function by the execution of work under this contract.
- B. Repair substrate prior to patching finish.

3.8 FINISHES

- A. Finish surfaces as specified in individual sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.9 CLEANING

- A. After the demolition work in any area is completed, clean the area before any new construction is started.

END OF SECTION

PART 1 GENERAL**1.1 REQUIREMENTS INCLUDED**

- A. General Quality Control
- B. Workmanship
- C. Manufacturer's Instructions
- D. Owner Inspection Services
- E. Manufacturers' Field Services
- F. Testing Laboratory Services

1.2 RELATED REQUIREMENTS

- A. Section 01010 – Summary of Work
- B. Section 01090 – Reference Standards and Definitions
- C. Section 01120 – Administrative Alterations

1.3 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce Work of specified quality.

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform Work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

1.5 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Contract Administrator before proceeding.

1.6 OWNER INSPECTION SERVICES

- A. Submit written requests for inspection of work by Owner personnel. As a minimum the following will be inspected with written notice required.
 - 1. After installation of all below grade work, while work is under test and before backfill.
 - 2. After installation of all structural framing and above grade electrical and mechanical rough in and before insulation, gypsum board or roofing has been installed.
 - 3. After installation of all insulation and before vapor retarder has been installed.
 - 4. After installation of all above grade structural framing and sheathing and before roofing is installed.
 - 5. After all gypsum board has been installed and taped and prior to painting.
 - 6. Final inspection.
- B. Notice of inspections shall be received by the Owner seven (7) days prior to the requested time of inspection.
- C. Request shall identify the Project, Project No., its location, the Contractor and a contact person and describe the nature of the desired inspection.
- D. If the request is for a re-inspection of work previously inspected include the Owner's prior listing of deficiencies accompanied by the remedies provided since the prior inspection.

1.7 MANUFACTURERS' FIELDS SERVICES

- A. When specified in respective Specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable and to make appropriate recommendations.

B. Manufacturer's Representative shall submit written report through the Contractor to the Contract Administrator listing observations, recommendations and acceptability of the work.

1.8 TESTING LABORATORY SERVICES

A. Contractor shall employ and pay for services of an Independent Testing Laboratory to perform inspections, tests and other services required by individual Specification Sections.

B. Contractor shall use the services of a recognized independent test lab. Submit name and three (3) recent client references a minimum of 21 days before services are performed.

C. Services will be performed in accordance with requirements of governing authorities and with specified standards.

D. Reports will be submitted to Contract Administrator in duplicate giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.

E. Contractor shall cooperate with Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.

1. Notify Contract Administrator and Testing Laboratory 24 hours prior to expected time for operations requiring testing services
2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

END OF SECTION

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

Instructions to Offerors

Non-Construction

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

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initiated by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation.

The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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proposal submitted before final payment of the contract.

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

(SEE ARTICLE 12 IN SUPPLEMENT TO GENERAL CONDITIONS FOR NON-CONSTRUCTION)

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

(SEE ARTICLE 11 IN SUPPLEMENT TO GENERAL CONDITIONS FOR NON-CONSTRUCTION)

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:

- (i) Award of the contract may result in an unfair competitive advantage; or
- () The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) Any class of laborers or mechanics 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 only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

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Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), 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/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; A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(ii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

8. 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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

SUPPLEMENT TO GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

In consideration of the mutual promises and covenants set forth and/or incorporated by reference herein, the Contractor and AHFC mutually agree as follows:

ARTICLE 1. BUSINESS LICENSE AND EQUIPMENT.

The Contractor agrees, warrants and represents that it has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which the work is to be performed. The Contractor agrees, warrants and represents that it will maintain all personnel and the equipment listed by Contractor in its bid in sufficient quantity and working order to timely perform all services required by this Contract.

ARTICLE 2. SCOPE OF WORK.

The Scope of Work (services) outlined under the terms of this Contract includes all necessary and required permits, labor, supervision, tools, equipment, materials and transportation (including travel expenses), for the work. All work required under this Contract shall be performed and completed as outlined in the Scope of Work.

ARTICLE 3. TAXES

The Contractor shall pay all applicable federal, State and local taxes incurred by the Contractor in the performance of this Contract, and proof of payment of these taxes is a condition precedent to payment by AHFC under this Contract.

ARTICLE 4. INCOMPLETE OR UNSATISFACTORY WORK

Work found not to be in compliance with the Contract's requirements, shall be corrected upon written or oral notice to the Contractor.

ARTICLE 5. INDEMNIFICATION

The Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor in the performance of this Contract.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Contractor's performance under this Contract which are caused by the joint negligence of AHFC and the Contractor shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC must be a direct result of active involvement by AHFC.

ARTICLE 6. COORDINATION WITH AHFC

The term "Contracting Officer" shall mean the "Chief Procurement Officer" for AHFC.. For purposes of this Contract, AHFC will assign staff to serve as "Contract Administrator". When identified, the Contractor shall consult with the Contract Administrator to ensure that all work by Contractor under

this Contract meets AHFC's requirements. Neither the Chief Procurement Officer nor the Contract Administrator shall be personally liable to Contractor for any act or omission in the performance of his/her duties under this Contract. Should the Contract Administrator change at any time the Contractor will be notified in writing of the new Contract Administrator.

ARTICLE 7. INSURANCE.

Without limiting Contractor's indemnification, it is agreed that Contractor will purchase at its own expense and maintain in force at all times during the performance of services under this Contract, the following policies of insurance.

AHFC Risk Management reserves the right, but not the obligation, to review and revise any of the following insurance requirements, based on insurance market conditions which may affect the availability or affordability of coverage; or based on changes in the scope of work or specifications that apply to this Contract. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

The requirements contained herein, as well as AHFC Risk Management review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance policies required to be maintained by Contractor will name AHFC as additional insured for all coverage except Workers' Compensation and Professional Liability/E&O insurance.

Contractor and its subcontractors agree to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor and its subcontractors for AHFC. However, this waiver shall be inoperative if its effect is to invalidate in any way the insurance coverage of either party.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, AHFC will be entitled to coverage to the extent of such higher limits. The coverages and/or limits required are intended to protect the primary interests of AHFC, and the Contractor agrees that in no way will the required coverages and/or limits be relied upon as a reflection of the appropriate types and limits of coverage to protect Contractor against any loss exposure whether a result of this Contract or otherwise.

Failure to furnish satisfactory evidence of insurance or lapse of any required insurance policy is a material breach and grounds for termination of the Contract.

1. **Workers' Compensation Insurance:** The Contractor will provide and maintain, for all employees of the Contractor engaged in work under the Contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for ensuring that any subcontractor that directly or indirectly provide services under this Contract has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less than \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.
2. **Commercial General Liability (CGL) Insurance:** The Contractor will provide and maintain

Commercial General Liability Insurance with not less than \$1,000,000 per occurrence limit, and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage. Coverage shall not contain any endorsement(s) excluding or limiting contractual liability nor providing for cross liability.

3. **Automobile Liability Insurance:** The Contractor will provide and maintain Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 per occurrence bodily injury and property damages. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for hired and non-owned liability which may be satisfied by endorsement to the CGL policy or by separate Business Auto Liability policy.
4. **Contractor's Pollution Liability (or equivalent) Insurance:** Contractor will provide and maintain Contractor's Pollution Legal Liability Insurance covering all errors, omissions, or negligent acts of the Contractor, its sub-contractors, or anyone directly or indirectly employed by them, made in the performance of this Contract. Limits required are not less than \$1,000,000 per occurrence.
5. **Professional Liability Insurance:** (if required by the ITB, Section 1, Notices, Item #10) The Contractor will provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the Contractor, its subcontractors, or anyone directly or indirectly employed by them, made in the performance of this Contract which results in financial loss to the State. Minimum limits required are \$1,000,000; higher limits may be required based upon the scope of work for this Contract.
6. **Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for CGL and Business Auto under an umbrella or excess Liability policy. There is no minimum per occurrence limit under the umbrella or excess policy; however the annual aggregate limit shall not be less than the highest per occurrence limit stated above. Contractor agrees to endorse AHFC as an additional insured on the umbrella or excess policy unless the certificate of insurance states that the umbrella or excess policy provides coverage on a pure "true follow form" basis above the CGL and Business Auto policy.
7. **Certificates of Insurance:** Contractor agrees to provide AHFC with certificates of insurance evidencing that all coverages, limits and endorsements as described above are in full force and effect and will remain in full force and effect as required by this Contract. Certificates shall include a minimum thirty (30) day notice to AHFC of cancellation or non-renewal. The Certificate Holder address shall read:

Alaska Housing Finance Corporation
Risk Management Department
4300 Boniface Parkway
Anchorage, Alaska 99504
Fax (907) 330-8217
risk@ahfc.us
8. **Coverage Required under this Contract:** If any of the above insurance coverage is not required under the Contract, AHFC's Risk Manager will have clearly marked out and initialed.

9. Information for Insurance Agents/Brokers: The Contractor is strongly encouraged to provide its insurance agent/broker with a copy of Article 7 of this Contract in order that the Contractor may timely obtain and maintain the insurance and bonding required by the Contract.

ARTICLE 8. SEVERABILITY

If any provision of this Contract is held to be invalid and unenforceable, the remaining provisions are valid and binding upon the parties. One or more waivers by either party of any provision, terms, conditions or covenant shall not be construed as a waiver by either party of their right to enforce such provision, term, condition or covenant in the event of any subsequent breach of the same provision, term, condition or covenant by the other party.

ARTICLE 9. SUCCESSION

Each party to this Contract binds itself, its partners, successors, executors, administrators and assigns to the other party to this Contract, and to the partners, successors, executors, administrators and assigns of the other party in respect to all covenants in this Contract.

Nothing in this Contract may be construed as creating any personal liability on the part of any officer or employee of AHFC, nor may anything in the Contract be construed as giving any rights or benefits to anyone other than the parties bound by this Contract.

ARTICLE 10. MERGER AND EXTENT OF AGREEMENT

The Contract is the agreement made between the Contractor and AHFC, which shall incorporate and include:

- A. Invitation for Bid;
- B. Instructions to Bidders, including any Supplemental Instructions to Bidders;
- C. General Conditions for Non-Construction Contracts – Section I (HUD Form 5370-C)(also referred to as the “General Terms and Conditions”), including this Supplement to the General Conditions;
- D. Bid Form with all required attachments submitted by the successful bidder;
- E. Any and all addenda;
- F. Evidence of insurance required by the above listed documents;
- G. All appendices or attachments;
- H. Drawings and specifications; and
- I. All other documents required by the terms and conditions of Items (A) through (H) above and all modifications as defined in the General Terms and Conditions.

All components of the Contract are complementary, and what is in any one document shall be as binding as though indicated in all documents.

The Contract, as defined herein, represents the entire agreement between AHFC and the Contractor and supersedes all prior negotiations, representations or agreements. Except as expressly set forth elsewhere in this Contract, the parties to this Contract shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties. The Contractor shall have no contractual rights until the Contract has been fully executed by both parties and a Notice to Proceed has been issued.

ARTICLE 11. DISPUTES

A. **Contractor's Claims Procedures.** If the Contractor becomes aware of any act, occurrence or omission which may form the basis of a claim by the Contractor for additional compensation or an extension in time for performance; or takes exception to any instruction or directive from the Contract Administrator or Contracting Officer given by drawing, correspondence, change order, or otherwise, which materially affects the Contractor's costs or time of performance of the work; or if the Contractor disagrees with the adjustment in Contract price or Contract time for any change order, the Contractor shall submit a written notice of claim to the Contracting Officer with a copy to the Contract Administrator identifying the general nature and basis of the claim no later than seven (7) calendar days after the occurrence of such act or the receipt of such directive or change order and in any event before proceeding to incur any cost related to such claim. The notice of claim will be acknowledged in writing by the Contracting Officer within seven (7) calendar days of receipt.

B. The Contractor shall have no right to additional compensation or additional time for any claim for which timely written notice of claim as required here in has not been made.

Except for disputes arising under the clauses entitled "Labor Standards and Labor Standards-Nonroutine Maintenance", herein, 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.

The Contractor shall submit in writing to the Contracting Officer the details and supporting documentation of the claim within fourteen (14) calendar days of receipt of the Contracting Officer's acknowledgment of the notice of claim, unless the Contractor requests in writing within the fourteen (14) calendar days an extension of time for good cause shown. Good cause shown shall include time for the Contractor to prepare its claim. Upon receipt of a request for an extension of time the Contracting Officer may grant an extension of time for submittal of details and supporting documentation of not more than twenty-one (21) calendar days. Failure by the Contractor to furnish the details and supporting documentation or a request for an extension of time within the initial fourteen (14) calendar day period shall constitute a waiver of the claim.

In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and
 - b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.

3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, sub-calculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contractor must show that it suffered damages and/or delays; that those conditions were actually a result of the acts, event or condition complained of; and that the Contract provides entitlement to relief to the Contractor for such acts, events, or conditions. No subcontractor claim will be considered or allowed unless the Contractor is injured, agrees the claim is valid, and has paid the subcontractor for the matters in dispute. The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) calendar days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after receipt of all information deemed necessary from the Contractor, the Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

C. **AHFC'S Claims Procedures:** If the Contract Administrator becomes aware of any act, occurrence or omission which may form the basis of a claim by AHFC that the Contractor has failed to comply with any requirement existing under this Contract, the Contract Administrator may submit a written notice to the Contractor identifying the general nature and basis of the claim at any time before final payment is made by AHFC.

This claims procedure does not in any way limit any other remedies available to AHFC under any other provision of this Contract or the law, including but not limited to enforcement of warranties.

If AHFC's claim is not disposed of by meetings between the Contractor and the Contract

Administrator which results in Contract within thirty (30) calendar days, provided additional time is not noticed in writing by the Contract Administrator, a formal written decision on the disposition of AHFC's claim shall be issued by the Contract Administrator. The Contract Administrator's decision is final and conclusive unless, within fourteen (14) calendar days of service of the Contract Administrator's decision, the Contractor delivers a written notice of claim to the Contracting Officer.

In presenting the Contractor claim, disputing the Contract Administrator's decision, to the Contracting Officer, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and
 - b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.
3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, sub-calculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) days of the request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after AHFC's receipt of all information deemed necessary from the Contractor, Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the

controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

D. **Work Continuation and Payment.** Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain the schedule of work pending the resolution of any dispute.

The Contractor shall have the right to dispute the Contract Administrator's decisions described in this section under the dispute provisions of this Contract, except if the Contractor has failed to submit its claim within the time provided, or has failed to request and receive an extension of such time from AHFC, they shall have no such right to review.

In arriving at the amount due the Contractor under this section, there shall be deducted:

1. All previous payments made to the Contractor for the performance of work under the Contract prior to termination;
2. Any claim or set off which AHFC may have against the Contractor;
3. Any claim by the Contractor for work performed negligently, or in any manner inconsistent with the Contract requirements, which was not accepted by AHFC;
4. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this section and not otherwise recovered by or credited to AHFC; and
5. All partial payments made to the Contractor under the provisions of this section.

AHFC will, from time to time under such terms and conditions as it may prescribe, make partial payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contract Administrator the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder, otherwise the Contractor shall not be entitled to receive further payments until final settlement is reached.

Where the work has been terminated by AHFC, this termination shall not affect or terminate any of the rights of AHFC against the Contractor or its surety then existing or which may thereafter accrue because of such termination. Any retention or payment of monies by AHFC due to the Contractor under the terms of the Contract shall not release the Contractor or its surety from liability.

Unless otherwise provided for in the specifications or the Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this Contract, shall preserve and make available to AHFC at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under this Contract and relating to the work terminated hereunder.

ARTICLE 12. TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by AHFC in accordance with this

section in whole or in part, whenever, for any reason AHFC, through its Contracting Officer or Contract Administrator, shall determine that such termination is in the best interest of AHFC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying termination is for the convenience of AHFC, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by the Contract Administrator, the Contractor shall:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- B. Place no further orders or subcontracts or provide no further services, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- D. With the approval or ratification of the Contract Administrator, to the extent they may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the Contract;
- E. Submit to the Contract Administrator a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contract Administrator;
- F. Transfer to the Contract Administrator the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to AHFC; and
- G. Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which AHFC has or may acquire any interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable cost under this clause.

When AHFC orders termination of work under this Contract effective on a certain date, all completed units of work within each pay item as of that date will be paid for at the Contract unit price, if any, subject to the express limitations applying to cost reimbursement as outlined below. Payment for partially completed work will be made either at agreed prices or by time and materials methods as described in this Contract, subject to the express limitations applying to cost reimbursement as outlined below.

After receipt of a Notice of Termination, the Contractor shall submit to the Contract Administrator, its claim for additional damages or costs not covered above or elsewhere in this Contract. The intent of negotiating this claim would be an equitable settlement figure to be reached with the Contractor. In no event, however, will the following costs or damages be deemed reimbursable, and the Contractor expressly waives any right or entitlement to claim for such costs or damages:

- A. Loss of anticipated profits, including any claim for damages flowing from such loss of anticipated profits;
- B. Any profit on the completed portions of the Contract, if AHFC reasonably determines that the Contractor would have incurred a loss had the entire Contract been completed;
- C. Any costs associated with bid preparations;
- D. Any costs associated with general and administrative expenses (G&A), or any other indirect cost, as defined in 48 CFR 31.203(10-1-96), as amended, not expressly identified herein;
- E. Any legal fees incurred in conjunction with the Contractor's performance on the Contract including, but not limited to, legal fees incurred in conjunction with the preparation of any claim, incurred prior to the effective date of the termination for convenience; and
- F. Any costs associated in any way with the Contractor's preparation of its termination for convenience settlement claim including, but not limited to, legal fees, expert fees, accounting fees, copying fees, or any other direct or indirect cost associated with the preparation of the settlement claim.

The Contractor's termination claim shall be submitted promptly, but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator upon request of the Contractor made in writing within the ninety (90) day period. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contract Administrator may determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and will thereupon pay to the Contractor the amount so determined.

The Contractor and the Contract Administrator may agree upon whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

In the event of the failure of the Contractor and the Contract Administrator to agree in whole or in part, as provided herein, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of work, the Contract Administrator will determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and will pay the Contractor the amount determined as follows:

- A. All costs and expenses reimbursable in accordance with the Contract not previously paid to the Contractor for the performance of the work prior to the effective date of the Notice of Termination;
- B. So far as not included under Paragraph A. above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract. However, in no event shall the Contractor be entitled to legal fees or other costs associated with the pursuit or defense of any claims associated with work performed under such subcontracts.
- C. The reasonable costs of settlement with respect to the terminated portion of the Contract, to the extent that these costs have not been covered under the payment provisions of the

Contract.

ARTICLE 13. ADDITIONAL REQUIREMENTS

A. Additional Bases For Default:

1. AHFC may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract, including but not limited to any of the following reasons:
 - a. Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by AHFC;
 - b. Failure of the Contractor to perform the work with sufficient labor, equipment, or material to insure the timely completion of the work in accordance with the Contract's requirements;
 - c. Unsatisfactory performance of the work;
 - d. Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - e. Discontinuance of the work without approval by AHFC;
 - f. Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by AHFC to do so;
 - g. Insolvency or bankruptcy of the Contractor;
 - h. Any assignment of this Contract by the Contractor for the benefit of creditors;
 - i. Failure or refusal of the Contractor to, within ten (10) days of payment by AHFC, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered; or
 - j. Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property.
 - k. Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Contract Administrator determines to be incompetent, dishonest, careless, inexperienced in work he/she is responsible for performing, negligent or uncooperative.
2. AHFC may declare default and terminate the Contract, in whole or in part, for any reason set forth above, or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.
3. If the Contract is terminated for default, AHFC may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by AHFC, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by AHFC. AHFC may withhold from such payments amounts deemed necessary by AHFC to offset against additional costs or loss reasonably anticipated to occur.
4. The rights and remedies set forth in this article are in addition to any and all other rights and remedies available to AHFC under this Contract and law.

5. AHFC's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of AHFC's rights and remedies in the event of any breach of Contract, default or subsequent event of breach of Contract or default. Consent or notice by AHFC for one event may not be construed as consent or notice in the future.

ARTICLE 14. SUBCONTRACTS AND ASSIGNMENTS

- A. In addition to the requirements set forth in the General Conditions for Non-Construction Contracts (Section I - HUD Form 5370-C), any assignment consented to by AHFC shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee expressly agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. AHFC retains the sole and absolute right to withhold its consent for any requested assignment for any reason whatsoever. Any assignment entered into without AHFC's prior written consent shall be void.
- B. The Contractor shall not enter into any subcontract with any person or entity to perform all or any part of the work required under this Contract without first receiving the prior written consent of AHFC. AHFC retains the sole and absolute right to withhold its consent for approval of any proposed subcontractor for any reason deemed by AHFC to be in its best interest.

ARTICLE 15. JURISDICTION AND VENUE

This Contract is governed by the laws of the State of Alaska. Any judicial action between the Contractor and AHFC arising out of this Contract shall be under the jurisdiction of and heard by the District or Superior Court, Third Judicial District at Anchorage, State of Alaska. Disputes will be governed by any applicable provisions of AHFC regulations, and the Disputes section, Article 11, of this Supplement to General Conditions of this Contract.

AFFIDAVIT OF DISCLOSURE OF INTEREST

STATE OF _____)
_____, JUDICIAL DISTRICT OR) ss.
MUNICIPALITY OF _____)

The undersigned, being first duly sworn, deposes and says:

1. My name is _____.
2. I am submitting this bid on behalf of _____.
(Name of business entity)
3. I am the _____.
(a partner or officer of the firm, etc.)
of the above named party and I am authorized and empowered to sign this statement on behalf
of said entity.
4. The above named party is a bidder on the _____.
5. To the best of my knowledge and in good faith, it is my belief that the following employees or
board members of AHFC have a financial, business or familial interest, direct or indirect, in or
with the bidder or me: (if None, so state)
Name: _____.
AHFC Position: _____.
Explanation of Nature of Interest: (Circle if applicable: financial, business or familial) in that:
6. I am () am not () an employee of AHFC; if I have previously served AHFC as an employee, my
service terminated more than twenty-four (24) months ago.

Further affiant sayeth naught.

Dated this _____ day of _____, 20____, at _____.

Name of Bidder

Name of Affiant

Signature of Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public in and for the
State of _____
My Commission Expires: _____

* * * * *

Agency Action

Comments:

AFFIDAVIT OF NONCOLLUSION

STATE OF _____
_____, JUDICIAL DISTRICT OR) ss.
MUNICIPALITY OF _____)

_____, being first duly sworn, deposes and says:

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

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

Signature of:
Bidder, if the bidder is an
individual:

Partner, if the bidder is a
partnership:

Officer, if the bidder is a
corporation:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public in and for the
State of _____
My Commission Expires: _____

BID FORM

Project Title: Hazardous Waste Management

ITB Number: 26T05-003

Project Site: Anchorage, Alaska

Business Name:

Address:

Bus. Phone:

Bidder's Designated Representative:

Phone:

Email:

Alaska Business License:

Alaska General Contractor's License No:

Type:

(Example type: Electrical, Plumbing, Heating, Pest Control, Specialty, etc)

Bidder is a: Individual Partnership Corporation in the State of: _____

Other (specify) :

Proposed Subcontractors

Subcontractor Name	Services	AK Business License No:
--------------------	----------	-------------------------

1.

2.

3.

The undersigned has familiarized himself/herself with the Contract documents, which include: Invitation for Bid; Notices; Representation, Certifications of Bidders (HUD-5369-A); Instructions to Offerors (HUD-5369-B); (Section I -HUD-5370-C); Scope of Work; Bid Form, and all required attachments; and all Addenda and Modifications. The undersigned further agrees to furnish all supervision, technical personnel, labor, materials, equipment, tools and machinery, transportation, and all other facilities, items or services necessary or required, whether temporary or permanent, to comply and perform things necessary or required for the completion of the work for the amounts stated below. The undersigned further agrees that the offer may not be withdrawn for thirty (30) days after the date of the bid opening and that a Contract between the bidder and AHFC is formed upon AHFC's acceptance of this bid set forth herein. The undersigned agrees that the AHFC may accept this bid by signing below or by sending to the bidder a Notice to Proceed within thirty (30) days of the date bids are opened.

Signature: _____

Date: _____

Name: _____

Telephone: _____

Title: _____

Fax: _____

Email Address: _____



RECEIPT OF ADDENDA

Receipt of Addenda number _____ is hereby acknowledged.

OFFERORS TO NOTE THE FOLLOWING:

1. Contract award will be made to the lowest responsive and responsible Bidder in the amount of the **TOTAL WEIGHTED BID AMOUNT FOR ALL SERVICES**.
2. A current insurance certificate covering the insurance requirements listed in the Supplement to General Contract Conditions must be submitted before the Corporate will issue a Notice to Proceed.

ITEM NO.	SERVICES	TOTAL BID AMOUNT	WEIGHT	TOTAL WEIGHTED BID AMOUNT
1	Methamphetamine testing per sample	\$	0.5 %	\$
2	Lead XRF testing per sample	\$	0.1 %	\$
3	Asbestos PLM testing per sample	\$	0.4 %	\$
4	Asbestos (ACM) drywall removal with ACM joint compound per square foot	\$	0.25 %	\$
5	Asbestos (ACM) flooring removal per square foot	\$	0.25 %	\$
6	Bio Hazard Waste removal per cubic yard	\$	0.5 %	\$
TOTAL WEIGHTED BID AMOUNT FOR ALL SERVICES				\$ _____

The undersigned submits, as true and correct, the following information:

1. The bidder has completed, signed and had notarized the enclosed "Affidavit of Disclosure of Interest."
2. The bidder has completed, signed and had notarized the enclosed "Affidavit of Noncollusion."
3. The bidder has attached a listing of projects to which bidder is currently obligated or anticipates being obligated to in the near future.
4. The bidder has attached a statement of similar work performed during the three (3) years prior to the date of this bid and has provided the names and telephone numbers of persons who may be contacted as references for those projects.

5. The bidder has paid all fees, taxes and other money due to the State of Alaska.
6. The bidder holds the required license(s) or permit(s) as required by federal, state and/or local law, regulation or ordinance and has attached a copy of each of the current licenses.

Bidder's Seal if Bidder is a Corporation: _____

CORPORATE CERTIFICATION

State of _____) _____ Judicial District) ss.
Municipality of _____)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, and on oath stated to me that s/he was the _____ of the corporation that executed the within foregoing bid, and acknowledged the said bid to be a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said bid, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the
State of _____
My Commission Expires: _____

ACCEPTANCE BY AHFC

On this day _____, AHFC hereby accepts the Total Weighted Bid Amount for All Services set forth on this Bid Form and as outlined in the Invitation to Bid and Contract documents.

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon
Chief Procurement Officer

HUD-52158 Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards		
<p>Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)</p>			
Agency Name: Alaska Housing and Finance Corporation	DBLS Agency ID No: AK001A	Wage Decision Type: Nonroutine Maintenance	
	Effective Date: 10/1/2022	Expiration Date:	
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>			
DBLS Staff Signature /S/ Drew McGuire	Date 8/25/2022		
<p>Name and Title Drew McGuire, Labor Standards Specialist</p>			
WORK CLASSIFICATION(S)		HOURLY WAGE RATES	
		BASIC WAGE	FRINGE BENEFIT(S) (if any)
Carpenter Electrician Power Equipment Operator Sheet Metal Plumber Glazier Cement Mason Roofer Painter Soft Floor Layer Laborer HVAC Technician		Use rates set by State of Alaska Department of Labor Office of Workforce Development published in Pamphlet 600 "Minimum Rates of Pay for Laborers and Mechanics" Link: https://labor.alaska.gov/lss/forms/Pamphlet_600_Issue_51.pdf	
Previous editions obsolete. HUD-52158 (05/2022)			