



**Notice to Bidders
For
Unit Turnaround Repair Work**

BID: Q16-43

TO: ALL PROSPECTIVE BIDDERS

FROM: ZAKIA ALAM, PURCHASING & CONTRACTS MANAGER

SUBJECT: REQUEST FOR BIDS ON: UNIT TURNAROUND REPAIR WORK

DATE: JULY 29, 2015

The Town of Chapel Hill is requesting bids from qualified contractors or individuals to provide Unit Turnaround Repair Work for its public housing apartments, affordable housing units and transitional housing units located in Chapel Hill and Carrboro, North Carolina. If you are interested in bidding on Unit Turnaround Repair Work, please be present at the Town of Chapel Hill's Department of Housing office located at 317 Caldwell Street Extension, Chapel Hill, North Carolina on **Tuesday, August 11, 2015 at 2:00 p.m.** for the Pre-Bid Conference.

Bids are due to the Purchasing & Contracts Manager, Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, North Carolina 27514 by Monday, August 24, 2015 at 3:00 p.m. This will not be a public bid opening.

The Town of Chapel Hill will reject any bids that:

- 1. are not completed in ink or typewritten and signed.**
- 2. are not submitted on a "Bid Form and Non-Collusive Affidavit".**
- 3. that does not contain a completed Statement of Bidder's Qualification.**

Bid Form and Statement of Bidder's Qualification are included in the attached bid package or could be obtained from the Town of Chapel Hill Purchasing Office and/or Department of Housing.

The deadline for submitting question is August 13, 2015 by 12:00 pm. Questions should be emailed to Darrell Wall at dwall@townofchapelhill.org. All questions and responses will be published in the form of an addendum on the Town's website at www.townofchapelhill.org on August 17, 2015. If you should have any questions on the bidding procedures, please contact the Purchasing Division at (919) 969-5022 or email at zalam@townofchapel.org.



REQUEST FOR BIDS

UNIT TURNAROUND REPAIR WORK

The Town of Chapel Hill is soliciting bids for unit turnaround repair work for its public housing apartments, affordable housing units and transitional housing units located in Chapel Hill and Carrboro, North Carolina. This project is funded with Federal funding provided from the U. S. Department of Housing and Urban Development.

A. BACKGROUND

The Town of Chapel Hill owns and manages 336 public housing units located at 13 different sites in Chapel Hill and Carrboro, North Carolina. The location of the public housing development sites are identified on the Attachment 1 (Housing Sites Map). The Town's Department of Housing manages and maintains the public housing units, administrative building, maintenance shop, and two community centers in accordance with U. S. Department of Housing and Urban Development requirements. The public housing developments consists of apartments of one-, two-, three-, four- and five-bedroom duplexes, triplexes, row houses and single-family dwellings. These housing developments were built from 1967 to 1994.

The Town also owns and manages three (3) transitional housing units and one (1) affordable housing unit located in Chapel Hill, North Carolina. The transitional housing units are located at 176 Saint Andrews Lane, 110-A Weatherstone Drive and 702 South Merritt Mill Road in Chapel Hill, North Carolina. The affordable housing unit is located at 6917 Mill House Road in Chapel Hill, North Carolina.

B. SCOPE OF WORK

The contractor is to provide all labor, equipment, electricity, water, materials, supplies, etc., required for the performing of the unit turnaround work at 336 public housing apartments, three (3) transitional houses and one (1) affordable housing units.

The Town has provided a detailed description of the work to be performed to ensure that the work is performed and completed in a manner that all vacant apartments will be cleaned, repaired and ready for occupancy. The following chart provides the average square footage of all 336 units according to bedroom size:

Bedroom Size	Number of Units	Percentage of Total Units.	Average Unit Square Footage	Total Square Footage – All Units
One Bedroom	33	9.8	713	23,520
Two Bedroom	123	36.6	826	101,651
Three Bedroom	138	41.1	955	131,885
Four Bedroom	31	9.2	1,185	36,732
Five Bedroom	11	3.3	1,440	15,840
Totals	336	100.0	922	309,628

The contractor shall verify all variables and conditions in performing this work in addition to coordinating this work with the work of other trades affected by this service. Work shall be in compliance with all Federal, State and local regulations, provisions, codes and laws whether or not so indicated in the specifications. The contractor is to perform and maintain a high level of professionalism in the performance of the following services on the housing developments.

The basic unit turnaround services will consist of the following items as listed: Cleaning, Painting, Cleanup and Additional Scope of Work. Under the Additional Scope of Work, a list of all items in need of repair or replacement during the completion of the unit turnaround services will be documented and provided to the Contractor. Additional Scope of work will include repairs and replacement work to the interior and exterior of apartments, porches, steps, and exterior storage structures.

a. Cleaning

- 1) Contractor shall, as applicable, remove and dispose of all items or debris abandoned in the apartment. Non-hazardous and hazardous materials will be disposed at an approved off-site location as required by local regulations. Hazardous materials shall be contained in appropriate container and disposed of in a proper and legal manner. This is the sole responsibility of the Contractor.
- 2) Range/Ovens: Remove all loose or burned on food particles, grease and old dirt from accessible surfaces. Grease and particles shall be cleaned from walls, floors and under range. All loose parts such as drip pans, oven bottoms and broiler pans are removed and cleaned. Appliances shall be dried and gas pilots lit after cleaning.
- 3) Range hoods and exhaust fans shall be cleaned, free of grease and have a new clean filter installed. The new filter shall match the existing filter or the filter designed for unit by the manufacturer.
- 4) Contractor shall defrost, clean and dry refrigerator. Door seals (particularly accordion folds) are cleaned. Drip pan is emptied and cleaned. Dust is removed from rear coils. Contractor shall provide two (2) new ice trays and place trays in the freezer compartment or the refrigerator. The ice cube trays shall be TRAYCO deluxe white stackable ice cube trays or an approve equal.

- 5) In kitchen, the cabinets (inside and outside), counter top, sink and pantry shall be thoroughly cleaned and stains removed. Items shall be removed from shelving and drawers and thoroughly cleaned.
- 6) In bathroom, non-abrasive cleaners shall be used to remove soap scum, mildew and calcium deposits from tub, commode, shower, sink and ceramic tile. Mirror, medicine cabinet, counter, vanity, exhaust fan, grill and all other surfaces shall be cleaned.
- 7) Light fixtures, light globes, electrical outlets, smoke detectors, carbon monoxide, cover plates, switches, breakers boxes, thermostats, etc. shall be cleaned and free of fingerprints, marks and dust.
- 8) All debris shall be removed from the exterior of the apartment (front, back and sides where applicable) including vent wells. Storage rooms, patios, porches and walks shall be free of debris, dirt, cobwebs, etc. Excessive oil and grease must be removed from floor areas and all areas must be swept.
- 9) All HVAC Registers (supply/return) vents shall be cleaned and free of rust, dust and debris.
- 10) All exhaust fans and heating fans located in bathrooms will be clean.

b. Painting

The Contractor shall paint all interior surfaces to provide a uniform finish and to produce a thoroughly complete and finished job. Paint will be applied to all interior surfaces throughout the units on walls, ceilings, doors and wood trim. The Contractor shall sand, clean and paint exterior front and rear entrance doors in a color which matches the existing paint. Work shall be performed in accordance with the manufacturer's recommendations. The Contractor will be responsible for correcting any work not accepted by Town's staff at no additional cost. Painting shall include enamels, paints, varnishes, stains, sealers, and other coating, whether used as prime, intermediate, or finish coats.

Painting shall consist of prepping a room, unit apartment and/or structure for the complete application of paint. Unless specified or instructed otherwise by the Town, interior and exterior painting shall be a three-coat work in a color which matches the existing paint. All interior surfaces shall be painted with interior acrylic latex enamel Antique White paint (Duron #122-0919 1 1SG or an approved equal) to match the existing surfaces. There will be no additional cost if three coats of paints are required. A complete paint will consist of a primer coat, base coat, and finish coat. All painting shall be done according to the manufacturer's recommendations or as specified herein when in conflict.

Material provided will be used for their intended purpose only (i.e. interior paint for interior surfaces and exterior paint for exterior surfaces, etc.).

Paint Preparation

- 1) Contractor shall scrape off all flaking and/or loose paint from ceiling, walls and trim, interior and exterior doors, and windowsill surfaces. Where chipped paint exists, sanding will be

performed by use of various grades of sandpaper to featheredge chipped area to allow a smooth flow of paint and prevent further chipping.

- 2) Contractor shall perform surface prep throughout unit on all walls and surfaces requiring painting for the application of paint. The Contractor shall repair all damaged sheetrock surfaces up to 4" in diameter or square. Contractor will paint the unit in accordance with the terms of this proposal and scope of work.
- 3) Contractor will clean the unit, eliminating all excess or painted over areas on fixtures and surfaces, such as vents, counters, electrical wall plates, switches, thermostats, light fixtures, appliances, mirrors, etc.
- 4) Before painting, all adjacent surfaces not being painted shall be carefully protected. Contractor shall remove all hardware, accessories, plates, switches, light covers and similar items or covers to provide ample protection of such items. Contractor shall provide and use drop cloth in all areas where painting is being done.
- 5) All nails, screws, brackets, debris etc., shall be removed. All holes in the walls, ceilings, doors, trim, etc. as well as cracks, will be properly filled, floated or caulked flush with existing surfaces. Finish will match all other existing finish work.
- 6) All bare wood shall receive a thorough primer coat prior to the application of any finish coats of paint. Under no circumstances shall a finish coat product be used as a suitable substitute for a primer product manufactured solely for that purpose.
- 7) New doors shall be primed on all six (6) sides before final paint is applied.
- 8) The Contractor shall insure sufficient drying time between primer and subsequent finish coats, as recommended by the manufacturer of the product.
- 9) Appropriate texture and primer products will be used where repairs are made on ceilings, walls, siding or trim work.
- 10) In areas where exposed grain or transparent finishes exist, the Contractor will be required to use putty or other fillers to match the existing color shade.
- 11) Any loose, cracked or chipped filler materials shall be completely removed and redone prior to any application of primer or finish coat products.
- 12) Unfinished walls and ceiling surfaces due to repairs will be textured with matching texture and painted (to include new and old patches and /or repairs).
- 13) All old caulking material will be removed and replaced with new caulking around tubs, fixtures, countertops, and other surfaces as required. New caulking around tub and sink areas shall be DAP Kitchen & Bath Adhesive Caulk (color white) or an approved equal.
- 14) Surface preparation (Interior and Exterior); Intercoat Adhesion: Previously painted areas having a glossy surface which detrimentally affects the adhesion of the subsequent coat shall

be treated by mild surface abrasion, solvent treatment or other suitable processes which will not cut through or detract from the performance of the paint. All foreign substances, such as oils; greases, waxes or dust shall be removed to ensure proper adhesion of the new coat.

- 15) Metal Surfaces: Metal surfaces shall be free of rust and oily substances in order for the paint to adhere the surface. Paint found to be running, dripping or not adhering shall be repainted by the Contactor at no additional expense to the Town.
- 16) Ferrous Surfaces and Galvanized Surfaces: Abraded and/or rusted spots shall be wire brushed or chemically treated to remove all rust and thoroughly cleaned prior to applying the prime coat(s).
- 17) Plaster Surfaces: Plaster shall have all loose and scaling paint removed. All depressions and cracks shall be routed out to a minimum of ½ inch width, fill with patching plaster, and sanded smooth to produce a uniform homogenous surface. All dirt and grease shall be removed from the surface prior to any application of paint. If existing paint has a hard, glossy finish, the surface shall be lightly sanded or treated with a wash as recommended by the manufacturer of the new paint to be applied.
- 18) Gypsum Wallboard: All gypsum wallboard surfaces shall have all dirt, dust, oil, grease stains and loose and scaling paint removed. All cracks, shall be struck with a knife or other suitable tool to remove loose gypsum and paint, and filled with joint cement. The joint cement shall be forced into the open joint and bonded to both edges of the separated wallboard. After the cement has dried, the area shall be sanded smooth and shall blend with adjacent surfaces.
- 19) Wood Surfaces: Wood surfaces to be painted shall be prepared by the Contractor in accordance with standard practices of the trade. Wood or hardboard surfaces shall be cleaned. All loose paint, dirt, oil, or other foreign substances shall be removed. Finished surfaces exposed to view shall, if necessary, be made smooth by planing and/or sanding. All split, dented, warped or decayed trim wood shall be replaced; loose pieces shall be secured. All non-structural nails and fasteners shall be removed, and all voids in and between finished woodwork shall be filled with wood filler by the Contractor. All protruding nails shall be set and the holes shall be filled with wood filler. Decayed wood shall be replaced. Existing paint build-up on edges of doors shall be removed prior to applying new coat. The Contractor shall leave painted doors open for a sufficient time to allow the paint to dry.
- 20) Treatment of Mildew and Greasy Areas Requiring Washing: Mildew and grease on painted surfaces shall be cleaned by the Contractor before painting. After scrubbing, the surface shall be rinsed with clean water and allowed to dry. When applicable, a stain killer, sealer and /or primer shall be applied to the affected area to prevent bleed-through.
- 21) Handrails: Handrails finished with a latex base paint shall be refinished using enamel paint. When handrails which have a stained finish show signs of wear, they shall be refinished by removing the existing clear coat, re-staining, and applying a new clear finish.

c. Clean Up

- 1) Contractor shall remove all debris from work site on a daily basis, with exception of items removed and approved for re-use. This will apply to all trades.
- 2) The Contractor shall remove all equipment and debris from the exterior grounds and will not leave cleanup tools or any other equipment on any grass areas. Residual buildup on yard surfaces, sidewalks or streets is strictly prohibited.
- 3) Contractor shall be responsible for any damage to the property and shall take remedial action at own expense to correct such issues.
- 4) All floors, cabinets, fixtures etc. that require cleaning as a result of repairs made, shall be cleaned, leaving the apartment ready for occupancy.
- 5) Contractor shall replace all missing, cracked and broken electrical outlet covers and light switch covers throughout the apartment. All outlet and switch covers shall be ivory color throughout the apartment. All outlet covers shall be EASLE ELECTIC jumbo size $\frac{3}{4}$ " longer and wider than standard or approved equal.
- 6) In accordance with the manufacturer's recommendations all tile floors, whether repaired or not, shall be properly and thoroughly cleaning and free from any old wax, dirt or stains, and shall receive two coats of non-buffing, non-yellowing clean wax, (e.g. future liquid) leaving the apartment ready for occupancy.
- 7) As applicable, all cabinets shall receive a light coat of furniture oil, (e.g) Old English scratch coat or approved equal, and wiped down and clean free of any heavy oil residue, grease, grime, dirt, stains, etc.
- 8) All plumbing fixtures, commodes, lavatories, bathtubs, including kitchen sinks, countertops, etc. shall be thoroughly cleaned, free of any stains. Chrome fixtures shall be free of any stains and receive a coat of chrome polish. Areas where acid is used for the cleaning of fixtures, Contractor shall insure proper and timely neutralization of the acid to eliminate any permanent stains on chrome or other surface. All pipes escutcheons will be installed properly and free of paint. Any items damaged by Contractor shall be replaced at the Contractor's own expense.
- 9) Contractor shall replace the kitchen sink basket strainers with PROPLUS stainless steel basket strainer with post or an approved equal.
- 10) Contractor shall replace the old commode seat and top with a new commode seat and top to match the existing commode (standard or elongated). New commode seat and tope shall be BEMIS white toilet seat (with lid) or an approved equal.
- 11) In apartments with incandescent light fixture, Contractor shall replace all incandescent light bulbs including missing and blown bulbs with Compact Fluorescent Light Bulbs throughout

the apartment including front and rear exterior porch lights. Compact Fluorescent Light Bulbs shall be 60 watt equivalent, 900 lumens and with 10,000 life hours. In apartments with fluorescent light fixtures, Contractor shall replace all missing and blown fluorescent light bulbs and /or tubes throughout the apartment including front and rear exterior porch lights. The fluorescent lights shall match the existing lights.

- 12) All ceramic wall, tub surround and floor tiles shall be thoroughly cleaned and be free of any soap scum, mildew stains, or other grime. Wall tile shall have a smooth glossy appearance.
- 13) All apartment windows and screen shall be thoroughly washed and clean inside and out.
- 14) The Contractor shall install spring type doorstops (door bumpers) behind all doors. New doorstops shall be National brass finish spring doorstops or and approved equal.
- 15) Exterior stairs, porches and walls shall be cleaned of debris and free of graffiti. Porch area and sidewalk shall be power washed.

Additional Scope of Work

The Additional Scope of Work services are elective at the discretion of the Town. The costs of these services will not be included in the base price of the unit turnaround work under Items a., b. and c. listed above. The cost for additional scope of work are included as separate items on the Additional Scope of Work Itemized Price Schedule/Proposal Form included herein and identified as Item B. The Contractor has provided a list of itemized prices for performing minor repairs on the attached Proposal Form and include the form with the unit turnaround bid proposal. The Town has approved this schedule and may make any changes to this schedule and return it to the Contractor for further review and approval. These prices will be used for the cost of additional services and for determining the cost of additional scope of work needed in the vacant units during unit turnaround repair work.

The Town may require the Contractor to perform minor repairs such as installing floor tile and doors, replacing broken windows and general maintenance work in order to make an apartment completely ready for occupancy. The Additional Scope of Work is not limited to general maintenance repairs but may also include additional cleaning, trash and debris removal and additional support work beyond the scope of work listed as unit turnaround work.

Before any Additional Scope of Work is performed by the Contractor, the Town must notify the Contractor and approve any Additional Scope of Work is performed. The Town will provide a list of additional scope of work to the Contractor before work is to begin. Once the Contractor is notified, work must complete the unit within the time frames specified including completing punch list and final inspection.

C. TIME FRAME

The Town intends that the Unit Turnaround Repair Work will be completed on a timely basis. Therefore, the work shall be satisfactorily completed within **four (4) calendar days** after the start date specified in the Notice to Proceed. **The Contractor must have the resources and personnel to satisfactorily complete unit turnaround services for multiple units simultaneously.** Time is of the essence, and it shall be noted that any delay beyond the time specified for completion stipulated herein shall result in the Contractor being charged with liquidated damages for delay in the sum of One Hundred Dollars (\$100.00) a day for each working day beyond the time limit specified.

The initial term of performance of this contract will be for a period of twelve (12) months. At the option of the Town, the contract may be extended for additional period of one (1) year. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the Purchasing Agent and signed by all parties.

D. BID SUBMISSION REQUIREMENTS AND INSTRUCTIONS

All bids submitted pursuant to this Request shall include the following information and comply with the following instructions and procedures:

1. Bids will be accepted until **3:00 p. m. on Monday, August 24, 2015** for the furnishing of all labor, materials, equipment, storage, supervision, electricity and services required to perform professional Unit Turnaround Repair work.
2. All bids received after the time and date specified will not be considered.
3. All bids must be submitted on the attached Contractor's Bid Form and Non-Collusive Affidavit and included herein and identified as Item A.
4. Any bid may be withdrawn up until the time set for opening of bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the services set forth in the Contract for Unit Turnaround Repair Work until one or more of the bids have been duly accepted.
5. The bidder's attention is directed to the fact that the information submitted on the bid form will ultimately be considered as an integral part of the Contract executed with the successful bidder. Copy of the Contract for Unit Turnaround Repair work can be obtained from the Department of Housing upon request.
6. The submission of a bid from any interested Contractor is in and of itself evidence that the Contractor has (a) examined the Contract for Unit Turnaround Repair work and Bid Letting Documents thoroughly, and (b) visited the site (s) where the work is to be performed and familiarized himself with all conditions affecting his bid and the possible performance of the work.

7. Bid forms must be completed in ink or typewritten. If necessary, additional copies may be obtained from the Town of Chapel Hill Department of Housing located at 317 Caldwell Street Extension in Chapel Hill, North Carolina.
8. All bids shall be in sealed envelopes and marked on the exterior, "Unit Turnaround Repair Work," addressed to:

Zakia Alam, Purchasing and Contracts Manager
Town of Chapel Hill
405 Martin Luther King, Jr., Blvd
Chapel Hill, NC 27514

9. All bids received will be examined promptly after opening and award will be made at the earliest possible date thereafter.
10. The bid of the lowest responsible bidder(s) will be accepted. The lowest responsible bidder(s) shall mean the bidder(s) who make(s) the lowest bid, to provide the services set forth in the agreement and who is known to be fit and capable to perform the services bid upon.
11. We specifically reserve the right to reject any and all bids, to accept any or all parts of a bid, to increase or decrease the quantity for required services to meet additional or reduced requirements or to re-solicit bids on the required services, or to reject any and all bids and formally advertise for bids on the required services or portions hereof.
12. All prospective bidders are to take special notice that the time to complete the job as well as cost will be an important factor in determining selection of the contractor. Only contractors with a demonstrated ability for Unit Turnaround Repairs Work will be awarded this contract.
13. All required services shall be performed by the contractor in compliance with all-applicable State and Federal laws, local codes and ordinances. In addition, the services shall comply with the Federal Labor Standards Provisions furnished by the U. S. Department of Housing and Urban Development which will be attached and included as an integral part of the Agreement for unit turnaround services.
14. The contract must satisfy the following minimum requirements before being awarded contracts under the above program (s):
 - a) Must complete and return the attached **Bid Form and Non-Collusive Affidavit** along with the following attached documents:
 - **Statement of Bidder's Qualifications**
 - **Previous Participation Certification (HUD 2530)**
 - **Representations, Certifications, and Other Statement of Bidders (HUD**

5369-A)

• **Section 3 Affirmative Action Plan**

- b) Must have the necessary city and state license that are applicable to his company performing business in the State of North Carolina and the Town of Chapel Hill.
15. Contractor shall perform the services in compliance with all applicable state and local codes and ordinance and shall be expected to examine the specifications and all instructions as outline.
16. The successful bidder shall agree, if his/her proposal is accepted, to contract with the Town of Chapel Hill, in the form of contract provided, to furnish all necessary materials, equipment, and machinery, apparatus, water, electricity, means of transportation, and labor necessary to complete Unit Turnaround Repair Work in full and to complete in accordance with instructions, specifications, and contract documents, to the full and entire satisfaction of the Town of Chapel Hill with a definite understanding that no money will be allowed for extra work except as set forth in the Contract documents. In return for the services accomplished pursuant to the Contract, upon receipt of notice that the work is ready for inspection and acceptance, the Town shall promptly make such inspection. When the Town finds the work acceptable under the Contract and the Contract fully performed including punch list items, the Town shall authorize the payment to the Contractor less a 10% retainage fee. The retainage fee will be held forty-five (45) days after the final inspection.

E. SELECTION CRITERIA

Criteria for the selection of the contractor will be performed by using a weighted criteria evaluation and will include, but not be limited to:

1. Qualifications for contractor or company, both in terms of documented experience, educational background and professional background of past performance, and experience and the ability to perform the services determined by the proximity to work area, current work load and organizations for providing services including experience with similar work and with governmental entities.
2. Evidence of the contractor and/or company's ability to perform the work, as indicated by professional and technical competence, technical expertise and experience and their past work history, and financial stability and insurability;
3. Capability to provide the professional services in a timely and satisfactorily manner;
4. Past performance in terms of cost control, quality of work, and compliance with performance schedules;
5. List of references;
6. Knowledge of Federal, State and Local building codes, regulations and provisions, Federal Labor and Wages Standards, and Section 3 provisions;

7. Certify that the contractor or company is not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or local agency.
8. Cost of service, time of response and completion time.

F. INSURANCE PROVISIONS

1. Workers' Compensation: Coverage to apply for all employees for statutory limits in compliance with the state and federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
2. Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse, and under-ground damage coverage, and a contractual liability endorsement.
3. Business Auto Policy: Shall cover owned, non-owned, hired vehicles, shall provide for not less than a combined single limit of \$500,000 per occurrence for bodily injury and property damage.
4. The Town of Chapel Hill, 405 Martin Luther King, Jr. Boulevard, Chapel Hill, North Carolina is to be named as an additional insured on the Comprehensive General Liability policy.
5. Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town 30 days prior to any expiration date. There shall also be a 30-day notification of any stipulated insurance coverage. Certificates of insurance on an Acord 25 Form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill's Purchasing Agent. Wording on the Certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. The Town may require original policies or certified copies of policies at any time.
6. Certificates of Insurance for all the insurance coverage described herein shall be submitted to the Town upon execution of this contract by the Consultant.
7. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance satisfactory to the Town of Chapel Hill, may be considered.

All insurance required under this agreement shall be written with a company licensed to do business in North Carolina. Certified copies of insurance policies may be requested by the Town.

G. HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold harmless the Town from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

ITEM A

**BID FORM AND NON-COLLUSIVE AFFIDAVIT
FOR THE VACANT UNIT REPAIR AND TURNAROUND WORK**
Bid: Q16-43

The undersigned as Bidder, hereby declares that the only person(s) interested in this proposal as principals are named herein and that no other person than herein mentioned has interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other persons, company or parties making a bid or proposal and that it is in all respects fair and in good faith without collusion or fraud.

1. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications of the work and contract documents relative hereto, and has read all special provisions furnished prior to the due date and time of the bids and that he has satisfied himself relative to the work to be performed.
2. The Bidder further declares that he has received and examined the Unit Turnaround Repair Work Contract, Bid Letting Documents and Specifications, and will abide by these requirements in performing the unit repairs and turnaround work.
3. The Bidder proposes and agrees, if this proposal is accepted, to contract with the Town of Chapel Hill, in the form of contract provided, to furnish all necessary materials, equipment, and machinery, apparatus, water, electricity, means of transportation, and labor necessary to complete the unit repairs and turnaround services in full and to complete in accordance with plans, specifications, and contract documents, to the full and entire satisfaction of the Town of Chapel Hill with a definite understanding that no money will be allowed for extra work except as set forth in the Contract documents. In return for the services accomplished pursuant to the Contract, upon receipt of notice that the work is ready for inspection and acceptance, the Town shall promptly make such inspection, and when the Town finds the work acceptable under the Contract and the Contract fully performed including punch list items, the Town shall authorize the payment to the Contractor less a 10% retainage fee. The retainage fee will be held 45 days after the final inspection.

Please make a bid for each unit category according to bedroom size. The average of all bids will be used in determining who is awarded the contract:

One Bedroom Unit _____ Dollars (\$ _____)

Two Bedroom Unit _____ Dollars (\$ _____)

Three Bedroom Unit _____ Dollars (\$ _____)

Four Bedroom Unit _____ Dollars (\$ _____)

Five Bedroom Unit _____ Dollars (\$ _____)

4. The Bidder further proposes and agrees hereby that the work may commence immediately after bid opening or anytime shortly thereafter and shall be satisfactorily completed within four (4) working days after the date specified in the Proceed Order as the beginning time.
5. The undersigned Bidder hereby agrees that the Town of Chapel Hill reserves the right to reject any and all bids when such rejection is in the best interest to the Town of Chapel Hill.

Respectfully submitted the _____ day of _____, 20__.

(Corporate Seal To Be Affixed)

Name of Firm

By, _____(SEAL)

(If Bidder is an individual)

Attest:

By, _____(SEAL)
President [If Corporation]

By, _____(SEAL)
If Bidder is a Partnership

By, _____(SEAL)

_____ (SEAL)

_____ (SEAL)
(Partners)

Additional Scope of Work
Itemized Price Schedule / Proposal

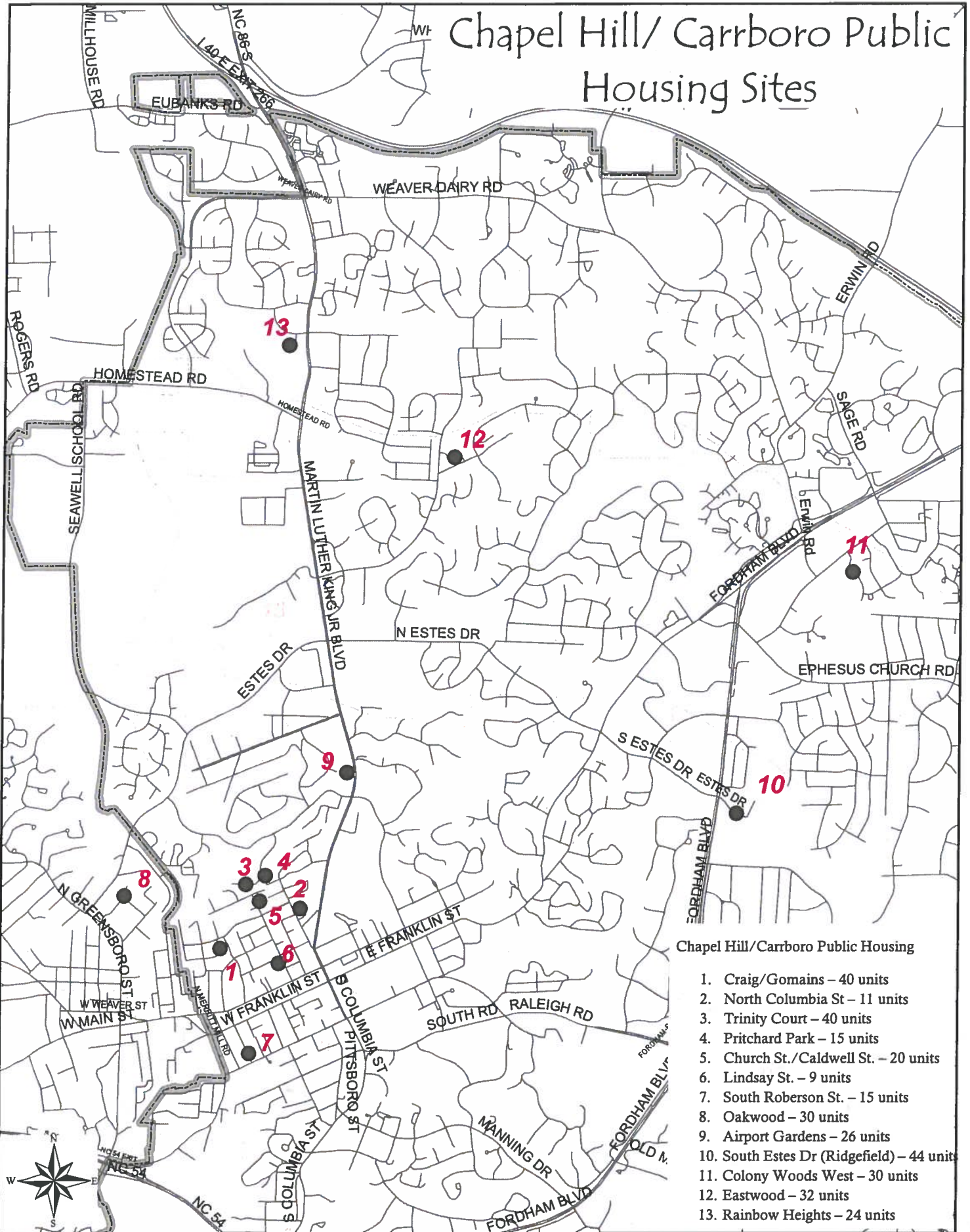
Description of Work	UOM	Price
Doors & Hardware		
Replace Metal Entry Door 36"	Ea.	
Replace Metal Entry Door 32"	Ea.	
Replace Wood Entry Door 36" Solid	Ea.	
Replace Wood Entry Door 32" Solid	Ea.	
Replace Wood Interior Door 24" Solid	Ea.	
Replace Wood Interior Door 28" Solid	Ea.	
Replace Wood Interior Door 30" Solid	Ea.	
Replace Wood Interior Door 30" Solid	Ea.	
Replace Wood Interior Door 32" Solid	Ea.	
Replace Wood Interior Door 36" Solid	Ea.	
Exterior Door Jambs	Ea.	
Interior Door Jambs	Ea.	
Interior Moldings/Trim Casing	Ea.	
Install Thresholds	Ea.	
Install Weather-Stripping	Ea.	
Install Door Sweeps	Ea.	
Door Viewer Steel Replacement	Ea.	
Door Viewer Wood Replacement	Ea.	
Exterior Door Hinges	Ea.	
Interior Door Hinges	Ea.	
Kick Plates	Ea.	
Door Closures	Ea.	
Striker Assemblies	Ea.	
Privacy Locks	Ea.	
Passage Knobs	Ea.	
Screen Door 36"	Ea.	
Screen Door 32"	set	

Full Glass Storm Door 36"	set	
Full Glass Storm Door 32"	Ea.	
Push Button Screen Door Handle/Latch	Set	
Description of Work	UOM	Price
Windows		
Window Screen Nylon 16" x 20"	Ea.	
Window Screen Nylon 17" x 23"	Ea.	
Window Screen Nylon 21" x 32"	Ea.	
Window Screen 32" x 17"	Ea.	
Window Screen 32" x 25"	Ea.	
Install Security Latches	Ea.	
Window Locks	set	
Window Balancers	set	
Window Trim/Casing	lf	
Window Bracket	Ea.	
Drywall & Trim		
Replace drywall up to 1 (2x2) Sheet	Ea.	
Replace drywall up to 1 (4x8) Sheet	Ea.	
Replace durarock up to 1 (3x5) Sheet	Ea.	
Baseboard/Trim (Wood)	lf	
Rubber Wall Base Cove	lf	
Wall/Ceiling Finishes		
Acoustical (popcorn)	Sq. ft.	
Re-Grout Shower Walls	Sq. ft.	
Electrical		
Install Vent-a-Hoods	Ea.	
Install Fluorescent Fixtures	Ea.	
Install Exterior Fixtures	Ea.	
Install Interior Lighting Fixtures	Ea.	
Install Bathroom Electrical Exhaust Fan	Ea.	
Replace Switches	Ea.	
Replace Receptacles	Ea.	
Replace GFCI's	Ea.	

Smoke Detector Electric/Battery Backup	Ea.	
CO2 Detector Electric/Battery Backup	Ea.	
Replace Range Hood	Ea.	
Plumbing		
Faucet (Kitchen/Lavatory)	Ea.	
Replace Sink (Kitchen)	Ea.	
Description of Work	UOM	Price
Plumbing		
Faucet (Kitchen/Lavatory)	Ea.	
Replace Sink (Kitchen)	Ea.	
Replace Sink (Lavatory)	Ea.	
Replace Basket Strainer	Ea.	
Replace Garbage Disposal	Ea.	
Replace Splashguard	Ea.	
Install Pop-up Assembly	Ea.	
Replace Supply lines	Ea.	
Replace Handles	Ea.	
Replace Cutoffs (1/4 turn ball valve type)	Ea.	
Replace Diverter	Ea.	
Replace Aerators	Ea.	
Replace Showerhead	Ea.	
Replace Tub/Shower Trim Kit	Ea.	
Install P-Traps/Drain Assemblies	Ea.	
Replace Waste and Overflows	Ea.	
Replace Shower Doors (glass)	Ea.	
Replace Shower Rods	Ea.	
Replace Flush Valve	Ea.	
Replace Ballcock Assembly	Ea.	
Replace Tank w/ Tank to bowl kit	Ea.	
Replace Toilet Seat	Ea.	
Replace Wax Ring/Closet Bolts	Ea.	
Replace Commode, Complete	Ea.	
Replace Floor Flange	Ea.	
Replace Towel Bar 24"	Ea.	
Replace Towel Bar 18"	Ea.	
Replace Tissue Roller	Ea.	

Install Washing Machine Cut-Offs	Ea.	
Replace Through the Wall Dryer Vent	Ea.	
Install Hose Bibs	Ea.	
Escutcheon Plates	Set	
Resurface Bathtub	Ea.	
Resurface kitchen Sink or Lavatory	Ea.	
HVAC		
Replace Registers	Ea.	
Clean Air Handler Closet	Ea.	
Description of Work	UOM	Price
Cabinets		
Remove/Replace Counter Top	Ea.	
Remove/Replace Wall Hung Cabinets	Ea.	
Remove/Replace Base Cabinets	Ea.	
Stain/Varnish/Clear Coat	In. ft.	
Sand, Prime & Paint	In. ft.	
Install Hardware (hinges, latches, knobs)	Set	
Install Cabinet Doors	Ea.	
Replace cabinet deck	Ea.	
Replace Medicine Cabinet	Ea.	
Resurface Counter Top	In. ft.	
Floor Covering		
Repair VCT	Sq. ft.	
Repair Ceramic Tile	Sq. ft.	
Repair Vinyl Tile	Sq. ft.	
Fences		
Install Wood Fence 6'	In. ft.	
Repair Wood Fence 6'	In. ft.	
Install Chain Link Fence 3'	In. ft.	
Repair Chain Link Fence 3'	In. ft.	

Chapel Hill/ Carrboro Public Housing Sites



Chapel Hill/Carrboro Public Housing

1. Craig/Gomains – 40 units
2. North Columbia St – 11 units
3. Trinity Court – 40 units
4. Pritchard Park – 15 units
5. Church St./Caldwell St. – 20 units
6. Lindsay St. – 9 units
7. South Roberson St. – 15 units
8. Oakwood – 30 units
9. Airport Gardens – 26 units
10. South Estes Dr (Ridgefield) – 44 units
11. Colony Woods West – 30 units
12. Eastwood – 32 units
13. Rainbow Heights – 24 units

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

22. Procurement of Recovered Materials

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

Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 02/29/2016)

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

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)

For HUD HQ/FmHA use only

Reason for submission:		2. Project Name, Project Number, City and Zip Code	
1. Agency name and City where the application is filed		5. Section of Act	
3. Loan or Contract amount \$	4. Number of Units or Beds	6. Type of Project (check one)	<input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

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

Name and address of Principals and Affiliates (Name, Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	% Expected % Ownership in Project	10. SSN or IRS Employer Number

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

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee.
 - The principal(s) have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project.
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principal(s) or their projects.
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence.
 - The principal(s) have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less).
 - The principal(s) have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
 - The principal(s) have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
 - All the names of the principals who propose to participate in this project are listed above.
 - None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (37 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
 - None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
 - None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 - None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
 - Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

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

Previous editions are obsolete

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmlHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an agent's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign.

However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped)
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.215.

- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.

- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with USDA, Farmers, Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District Office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, or the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagee, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator, etc.

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Block 10: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A: Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD, FmlHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2: All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmlHA or state or local housing finance agency) that was involved.

Column 3: List the project as a principal, dates participated and if/e or identity of interest (OI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of the form HUD-2530, including schedule A, read the certification carefully. In the boxes below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530"). Principal who is signing on behalf of the entity should attach signature associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530"). Principal who is signing on behalf of the entity should attach signature associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530"). Principal who is signing on behalf of the entity should attach signature associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530").

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 5535(d) and 24 C.F.R. 200.217) and by regulation at 24 C.F.R. 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (04/2005)
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Agency Name: Town of Chapel Hill Housing Department Orange County	LR 2000 Agency ID No: NC013A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: October 1, 2014	Expiration Date: September 30, 2015

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, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Jennifer A. Dupont, LRS

09/01/2014

HUD Labor Relations
(Name, Title, Signature)

Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Mechanic	\$15.55	No change
Maintenance Mechanic Assistant	\$12.52	
Maintenance Laborer	\$7.25	
Unit Turnaround (except painting)	\$11.75	
Carpenter	\$12.88	
Electrician	\$16.46	
Glazier	\$15.54	
Painter	\$17.78	
Plumber and Pipefitter	\$16.21	
Heating, AC and Refrigeration Mechanic	\$14.98	

BMW-12050

**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)

SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development of 1968 provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas. Further, contracts for work in connection with such projects shall be awarded to business concerns located in or owned in substantial part (51% or more) by project area residents.

The Section 3 regulations require that every contractor and subcontractor shall incorporate in all contracts for work the following clause (referred to as the Section 3 Clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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

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

For participation in the effort to provide economic opportunities to Section 3 residents, a Section 3 resident is defined as anyone who is residing in the Town of Chapel Hill's and Town of Carrboro's public housing developments, Section 8 residents and individuals residing within the County of Orange who can be classified as low-and very-low income. Low-and very-low income residents are defined as persons whose total family income does not exceed the FY 2015 Income Limits for Orange County, North Carolina:

<u>Family Size</u>	<u>Maximum Annual Income</u>
1	\$ 37,750
2	\$ 43,150
3	\$ 48,550
4	\$ 53,900
5	\$ 58,250
6	\$ 62,550
7	\$ 66,850
8	\$ 71,150

Business concerns refer to firms located within a Section 3 covered project area, which are 51 percent or more owned by persons residing in the covered project areas, which are owned by persons socially or economically disadvantaged, and which qualify as small businesses.

AFFIRMATIVE ACTION UNDER SECTION 3
CFR24 Parts 135.55 and 135.70

Utilization of Lower Income Areas Residents as Employees

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- a. Identifying the number of positions in the various occupational categories including skilled, semiskilled and unskilled labor, needed to perform each phase of the Section 3 covered project;
- b. Identifying of the positions identified in paragraph (a) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- c. Identifying of positions identified in paragraph (10) of this section, the number of positions in the various occupational categories which are not currently occupied by regular, permanent employees;
- d. Establishing of the positions identified in paragraph (c) of this section, a goal which is consistent with the purpose of this section, a goal which is consistent with the position of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- e. Making a good faith effort to fill all of the positions identified in paragraph (d) of this section with lower income project area residents.

Utilization of Business located in or Owned in Substantial Part by Persons Residing in the Area

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligations to utilize business concerns located within or owned in substantial part by persons residing in the Section 3 covered project area by developing and by implementing an affirmative action plan.

In developing an affirmative action plan, each applicant, recipient, contractor and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall:

- a. Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project in question;
- b. Analyze the information set forth in paragraph (a) of this section and the availability of the eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) of this section and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project;

- c. Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following steps:
- 1) Indicate the anticipated process and steps which have been taken and/or will be taken to secure the cooperation of contractors and subcontractors in meeting the goals and carrying out the affirmative action plan developed pursuant to this subpart;
 - 2) Take steps to insure that the appropriate business concerns within the Section 3 covered project area are notified of pending contractual opportunities either personally or through locally utilized media. All contractors and subcontractors which so notify concerns of opportunities to submit bids shall satisfy all requirement for notification of business concerns;

Program to be Followed in the Accomplishment of the Goals as Outlined

In implementing the affirmative action plan, each contractor or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category. Each contractor or subcontractor seeking to establish that a good faith effort has been made to implement its affirmative action plan, shall provide evidence acceptable to the Contracting Officer that it has implemented the steps required under Section 3. Each contractor shall also provide evidence that it has attempted to recruit from Section 3 areas the necessary eligible lower-income area residents and business concerns through local advertising, posting signs at the proposed work site and contracting with community organizations and public or private institutions operating within or serving the Section 3 project area such as Project Areas Committee (PAC) in urban renewal areas, Model Cities citizens advisory boards, Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, or the U. S. Employment Service, as well as the Chamber of Commerce and any equivalent organizations in the Section 3 covered project area.

FOR GOVERNMENT CONTRACT AUTHORITY (City, County, State or Federal)

SUBJECT: Section 3 Affirmative Action Plan
 PROJECT: (Name)
 NUMBER: (Assigned by Contract Authority)
 LOCATION: (Street address, City, County, State; also directions to project)
 DESCRIPTION OF WORK TO BE DONE: (e.g., Utilities, Electrical, Heating, etc.)

I. UTILIZATION PLAN FOR LOWER INCOME AREA RESIDENTS AS EMPLOYEES

<u>Job Categories on this project</u>	<u>Member of employee needed for project</u>	<u>Member of employees currently available</u>	<u>Goal for Section 3 new hires</u>
(Examples)			
Superintendent			
Foreman	(1)	(1)	
Clerical	(0)		
Craftsman (journeyman)	(8)	(7)	(1)
Apprentices	(2)	(0)	(2)
Operator	(4)	(3)	(1)
Laborers	(6)	(6)	
Others (specify)			

II. UTILIZATION PLAN FOR BUSINESS LOCATED IN PROJECT AREA

<u>Subcontracts to be let and/or supplies to be purchased locally</u>	<u>Dollar Amount</u>	<u>Eligible businesses in project area?</u>		<u>Dollar goal for eligible businesses</u>
		<u>Yes</u>	<u>No</u>	
(Examples)				
Clearing	\$10,000		X	
Grading	3,000	X		3,000
Pipe	15,000		X	
Tera cota				
Iron				
Fill material	2,000	X		2,000
Earth				
Sand & gravel				
Concrete	4,000		X	

III. PROGRAM TO BE FOLLOWED IN THE ACCOMPLISHMENT OF THE GOALS AS OUTLINED ABOVE

(See attached guidelines for completion of this portion of your Section 3 Affirmative Action Program. You are still required to submit a separate Affirmative Action Program with reference to Executive Order 11246. These guidelines are also enclosed covering the requirements.)

(Signature)

(Must be a responsible company officer or government official)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on additional sheets and attached to this application. The contractor may submit any additional information he/she desires.

1. Name of Business: _____
2. Business Address: _____
3. Business Telephone No.: _____
4. Contact Person(s) and Title(s): _____
5. Business Tax ID # or SS #: _____ Occupational Licenses #: _____
6. Date organized: _____ Date incorporated & where: _____
7. How many years have you been engaged in contracting business under the current firm or trade name? _____
8. List all current workload or contracts on hand and scheduled completion dates: _____

9. Is the company represented and certified as part of its BID that it is a Small business concern? Women-owned business enterprise? Minority business enterprise? Section 3 business and/or contractor?

10. List the important projects completed in the last three (3) years by your company, stating the cost of each and the month and year completed:

<u>CONTRACT</u>	<u>ADDRESS</u>	<u>AMOUNT</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

11. General character of work performed by your company (i.e. general contracting specialty in any particular trade): _____

12. Have you ever defaulted on or failed to complete any work awarded to you? If yes, give details: _____

13. List names, addresses and types of accounts for the following references:

- A. Banks: _____
- B. Material Dealers: _____
- C. Sub-contractors: _____

14. What is the dollar credit available to the company? _____

15. If requested, will you provide a detailed financial statement and furnish any other information that may be required by the TOWN? _____ . All financial information received in conjunction with the BID will remain specifically confidential between the TOWN and the BIDDER, unless disclosure is otherwise required by law or Court Order.

16. Has the company ever been party to or involved in any action related to discrimination based upon race, color, creed, nationality, sex, age, familial status or religion?: _____ If yes, please explain: _____

17. Has the company ever caused a lien for material or mechanical work default payment to be placed against a homeowner? _____ If yes, please explain: _____

18. Has your company ever been debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency? _____ If yes, please explain: _____

19. Name and home address of owner: _____

20. List three (3) references:

<u>Name of Reference</u>	<u>Title</u>	<u>Name of Company</u>	<u>Telephone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE UNDERSIGNED HEREBY AUTHORIZES AND REQUESTS ANY PERSON, FIRM OR CORPORATION TO FURNISH ANY INFORMATION REQUESTED BY THE TOWN OF CHAPEL HILL DEPARTMENT OF HOUSING IN CHAPEL HILL, NORTH CAROLINA IN VERIFICATION OF THE RECITALS COMPRISING THIS STATEMENT OF QUALIFICATIONS, DATED THIS THE _____ DAY OF _____, 2013.

Name of Firm

By: _____

Title: _____

Subscribed and sworn before me this the _____ day of _____, 2013.

Notary Public

My Commission Expires: _____