

Water Heater Replacement, Site and Building Improvements  
Projects IL-71-1/Barry, IL-71-2/Barry, IL-71-3/Pleasant Hill, IL-71-4/Griggsville,  
IL-71-5/Perry, IL-71-6/Baylis, IL-71-9/Pittsfield, IL-71-10/Barry, IL-71-13/Pittsfield,  
IL-71-14/New Canton, and IL-71-15/Pittsfield  
Pike County Housing Authority  
Modernization Program No. IL06P071-51-20  
EAA # 2106

**Bidder's Checklist**

- Bid Form (2 copies)
- Bid Guarantee
- Non-Collusive Affidavit
- Contractor's Affirmative Action Certification
- HUD 5369-A "Representations, Certifications, and Other Statements of Bidders"

BID FOR  
WATER HEATER REPLACEMENT, SITE AND BUILDING IMPROVEMENTS  
PROJECTS IL-71-1/BARRY, IL-71-2/BARRY, IL-71-3/PLEASANT HILL, IL-71-4/GRIGGSVILLE, IL-71-5/PERRY,  
IL-71-6/BAYLIS, IL-71-9/PITTSFIELD, IL-71-10/BARRY, IL-71-13/PITTSFIELD, IL-71-14/NEW CANTON, AND  
IL-71-15/PITTSFIELD  
PIKE COUNTY, ILLINOIS

BID FORM

Pike County Housing Authority  
838 Mason Street - P.O. Box 123  
Barry, Illinois 62312

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, Supplement to the Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form of Performance and Payment Bond or Bonds, the General Conditions of the Contract for Construction, the Special Conditions, the General Requirements, and the Technical Specifications) and Addenda, if any thereto, as prepared by Eggemeyer Associates Architects, Inc., and on file in the offices of the Housing Authority and the Architect, hereby proposes to furnish all labor, materials, equipment and services required for Water Heater Replacement, Site and Building Improvements at Projects IL-71-1/Barry, IL-71-2/Barry, IL-71-3/Pleasant Hill, IL-71-4/Griggsville, IL-71-5/Perry, IL-71-6/Baylis, IL-71-9/Pittsfield, IL-71-10/Barry, IL-71-13/Pittsfield, IL-71-14/New Canton, and IL-71-15/Pittsfield, Illinois all in accordance therewith, for the BASE BID sum of:

BASE BID \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ).

2. The undersigned will include the following ALTERNATES as described in Division 1 - General Requirements.

A. Alternate Bid No. 1: State the amount to be added to the Base Bid for converting/renovating Building 309-315 at IL-71-9/Pittsfield into a 4-bedroom unit.

ADD \$ \_\_\_\_\_

B. Alternate Bid No. 2: State the amount to be added to the Base Bid for converting/renovating Building 357-363 at project IL-71-9/Pittsfield into a 2-bedroom duplex.

ADD \$ \_\_\_\_\_

3. The Base Bid is understood to include only those products which are specified in the bidding documents. Following is a list of SUBSTITUTE PRODUCTS which bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid.

Bidder understands that acceptance of any proposed substitution is at the PHA's option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

<u>Manufacturer's Name and Product</u>	<u>Add</u>	<u>Deduct</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The bidder acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_, Dated \_\_\_\_\_ . No. \_\_\_\_\_, Dated \_\_\_\_\_ .

No. \_\_\_\_\_, Dated \_\_\_\_\_ . No. \_\_\_\_\_, Dated \_\_\_\_\_ .

5. If awarded the contract for work on the project, Bidder agrees to perform all of the work, and be substantially completed, within one hundred twenty (120) consecutive calendar days from the date stated in the Notice to Proceed. The Notice to Proceed will be issued within sixty (60) calendar days from the Contract Award.

a. An additional thirty (30) calendar days will be added to the contract if either or both of the Alternate Bids are accepted.

b. See Clause 25 of the Special Conditions for supplemental completion times.

6. In submitting this bid, it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

7. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.

8. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

9. The Bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filled all required compliance reports; and that representations indicating submission of required reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

Date \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

Official Address:

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

Phone: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(SEALED - If Bid by Corporation)

(State of Incorporation \_\_\_\_\_)

(SIGN ORIGINAL ONLY)

BID FOR  
WATER HEATER REPLACEMENT, SITE AND BUILDING IMPROVEMENTS  
PROJECTS IL-71-1/BARRY, IL-71-2/BARRY, IL-71-3/PLEASANT HILL, IL-71-4/GRIGGSVILLE, IL-71-5/PERRY,  
IL-71-6/BAYLIS, IL-71-9/PITTSFIELD, IL-71-10/BARRY, IL-71-13/PITTSFIELD, IL-71-14/NEW CANTON, AND  
IL-71-15/PITTSFIELD  
PIKE COUNTY, ILLINOIS

BID FORM

Pike County Housing Authority  
838 Mason Street - P.O. Box 123  
Barry, Illinois 62312

Gentlemen:

1. The undersigned, having familiarized  (himself) (themselves)  with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, Supplement to the Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form of Performance and Payment Bond or Bonds, the General Conditions of the Contract for Construction, the Special Conditions, the General Requirements, and the Technical Specifications) and Addenda, if any thereto, as prepared by Eggemeyer Associates Architects, Inc., and on file in the offices of the Housing Authority and the Architect, hereby proposes to furnish all labor, materials, equipment and services required for Water Heater Replacement, Site and Building Improvements at Projects IL-71-1/Barry, IL-71-2/Barry, IL-71-3/Pleasant Hill, IL-71-4/Griggsville, IL-71-5/Perry, IL-71-6/Baylis, IL-71-9/Pittsfield, IL-71-10/Barry, IL-71-13/Pittsfield, IL-71-14/New Canton, and IL-71-15/Pittsfield, Illinois all in accordance therewith, for the BASE BID sum of:

BASE BID \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ).

2. The undersigned will include the following ALTERNATES as described in Division 1 - General Requirements.

A. Alternate Bid No. 1: State the amount to be added to the Base Bid for converting/renovating Building 309-315 at IL-71-9/Pittsfield into a 4-bedroom unit.

ADD \$ \_\_\_\_\_

B. Alternate Bid No. 2: State the amount to be added to the Base Bid for converting/renovating Building 357-363 at project IL-71-9/Pittsfield into a 2-bedroom duplex.

ADD \$ \_\_\_\_\_

3. The Base Bid is understood to include only those products which are specified in the bidding documents. Following is a list of SUBSTITUTE PRODUCTS which bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid.

Bidder understands that acceptance of any proposed substitution is at the PHA's option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

<u>Manufacturer's Name and Product</u>	<u>Add</u>	<u>Deduct</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The bidder acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_, Dated \_\_\_\_\_ . No. \_\_\_\_\_, Dated \_\_\_\_\_ .

No. \_\_\_\_\_, Dated \_\_\_\_\_ . No. \_\_\_\_\_, Dated \_\_\_\_\_ .

5. If awarded the contract for work on the project, Bidder agrees to perform all of the work, and be substantially completed, within one hundred twenty (120) consecutive calendar days from the date stated in the Notice to Proceed. The Notice to Proceed will be issued within sixty (60) calendar days from the Contract Award.

a. An additional thirty (30) calendar days will be added to the contract if either or both of the Alternate Bids are accepted.

b. See Clause 25 of the Special Conditions for supplemental completion times.

6. In submitting this bid, it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

7. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.

8. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

9. The Bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filled all required compliance reports; and that representations indicating submission of required reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

Date \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

Official Address:

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

Phone: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(SEALED - If Bid by Corporation)

(State of Incorporation \_\_\_\_\_)

(SIGN ORIGINAL ONLY)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

\_\_\_\_\_ (name of Principal)

as PRINCIPAL, and

\_\_\_\_\_, as Surety (name of Surety)

are held and firmly bound unto the Pike County Housing Authority, hereinafter called the "PHA", in the penal sum of \_\_\_\_\_ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_, for Water Heater Replacement, Site and Building Improvements at Projects IL-71-1/Barry, IL-71-2/Barry, IL-71-3/Pleasant Hill, IL-71-4/Griggsville, IL-71-5/Perry, IL-71-6/Baylis, IL-71-9/Pittsfield, IL-71-10/Barry, IL-71-13/Pittsfield, IL-71-14/New Canton, and IL-71-15/Pittsfield in Pike County, Illinois.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the PHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the PHA the difference between the amount specified in said bid and the amount for which the PHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____	_____ (SEAL)
	(Individual Principal)
_____	_____
	(Business Address)
_____	_____ (SEAL)
	(Individual Principal)
_____	_____
	(Business Address)

Attest:

_____	_____
	(Corporate Principal)
	_____
	(Business Address)

Affix

Corporate Seal

By \_\_\_\_\_

Attest:

_____	_____
	(Corporate Surety)
	_____

Affix

Corporate Seal

By \_\_\_\_\_

\_\_\_\_\_

(Power-of-attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know this signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

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

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of \_\_\_\_\_)ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being  
first duly sworn, deposes and says:

That he is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid for Water Heater Replacement, Site and Building Improvements at Projects IL-71-1/Barry, IL-71-2/Barry, IL-71-3/Pleasant Hill, IL-71-4/Griggsville, IL-71-5/Perry, IL-71-6/Baylis, IL-71-9/Pittsfield, IL-71-10/Barry, IL-71-13/Pittsfield, IL-71-14/New Canton, and IL-71-15/Pittsfield in Pike County, Illinois, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Pike County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary

CONTRACTOR'S AFFIRMATIVE ACTION CERTIFICATION

PROJECT NO.

Contractor's firm does ( ) does not ( ) qualify as a bonafide "Minority Business Enterprise" defined as a "business enterprise that is 51 percent or more owned, controlled, and actively operated by one or more persons who are classified as a racial or ethnic minority group."

If yes, what is the basis of the MBE classification?

\_\_\_\_\_Black American \_\_\_\_\_Asian Pacific American
\_\_\_\_\_Hispanic American \_\_\_\_\_Native American
\_\_\_\_\_Other--Please specify

During the performance of this contract, \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

being the General Contractor, agrees to follow the PHA guidelines as set down in the specifications. Contractor also agrees to follow a policy of Affirmative Action that will employ local minority residents during the period of this contract; priority for employment will be given to local minority residents.

1. List the number of minority tradespersons to be employed, (list by trade).

Table with 3 columns: Trade, Total Work Force, On the Job Work Force. Includes four rows of blank lines for data entry.

2. Should you, the General Contractor, propose to enter into a joint venture or co-venture with one or more minority contractors, during the performance of this contract, list each such minority contractor and specify the trade, the scope and amount of work each will perform.

Name & Address	Trade	Total Work Force	On the Job Work Force
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. If subcontracts are to be let to other than minority subcontractors during the performance of this contract, list each subcontractor and specify the trade, scope and amount of work each will perform.

Name & Address	Trade	Total Work Force	On the Job Work Force
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. If subcontracts are to be let to minority contractors, list the Subcontractor, the trade and the amount of the contract.

Name & Address	Trade	Amount of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Which civic and community organizations, including trade unions, will you utilize as a means of obtaining minority personnel? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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.

[X] [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)