

**INVITATION FOR BIDS
VACANCY REHABILITATION CONTRACTOR SERVICES**



**HOUSING AUTHORITY OF THE CITY OF WATERBURY
2 LAKEWOOD ROAD
WATERBURY, CT 06704**

**ISSUE DATE: NOVEMBER 1, 2025
QUESTIONS CUT OFF DATE: NOVEMBER 15, 2025
DUE DATE: DECEMBER 1, 2025**



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I. INTRODUCTION

The Waterbury Housing Authority (WHA) is soliciting bids from qualified contractors to provide Vacancy Rehabilitation Contracting Services. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

The contractor's qualifications should indicate the ability to perform work required in a timely and sufficient manner. Pursuant to Federal and State Regulations, the Authority is soliciting competitive bids to perform Vacancy Rehab Contracting Services on an as-needed basis. This entire procurement procedure and contract award is subject to U.S. Department of Housing and Urban Development (HUD) guidelines and any and all applicable Federal/State laws and/or regulations. The WHA reserves the right to suspend this procurement action if it is found not in accordance with all applicable laws and regulations or in the event of any impropriety.

The successful contractor must comply with all applicable Equal Employment Opportunity requirements for State and Federally assisted contracts, which includes, but not limited to, the Uniform Federal Accessibility Standards (UFAS), Executive Order 11246 as amended, Nondiscrimination: Executive Order 111625, minority Business Enterprise: Executive Order 12138, Women Business Enterprise; Section 3 of the Housing and Urban Development Act of 1968; Civil Rights Act of 1964; and Minority Business Participation and the provisions for equal employment opportunities as required under federal laws. The Waterbury Housing Authority reserves the right to reject any and/or all bids and/or waive any informality in the process.

The WHA intends to enter into a two (2) year contract with the possibility of three (3) one-year renewals for a total of five (5) years. The WHA reserves the right to renegotiate to account for material cost changes prior to renewal. The WHA may also choose to re-bid for these services at the end of the initial term.

The Housing Authority of The City of Waterbury ("WHA") is an organization whose primary purpose is to provide safe, sanitary, affordable housing in Waterbury, Connecticut. The WHA is a public entity that operates under the enabling legislation of the State of Connecticut and the United States Housing Act of 1937 to provide subsidized housing and housing assistance to low-income and moderate-income families within The City of Waterbury. The Authority is governed by a five-member Board of Commissioners appointed by the Mayor of the City of Waterbury. The Board of Commissioners employs an Executive Director who manages the day-to-day operations of the WHA programs and facilities. The Executive Director is appointed by and reports to the Board and is responsible for staff hiring and direction.

WHA operates in the City of Waterbury and manages, maintains, and modernizes 735 housing units under HUD's Low Income Public Housing Program. These properties are primarily financed by the U.S. Department of Housing and Urban Development (HUD).

A listing of our properties including address and unit counts:

BERKELEY HEIGHTS

156 HARRIS CIRCLE
WATERBURY, CT 06704
254 UNITS

PEARL LAKE APARTMENTS

5-67 GILYARD DRIVE
WATERBURY, CT 06706
39 UNITS

SPRINGBROOK APARTMENTS

143-188 SPRINGBROOK ROAD
WATERBURY, CT 06706
56 UNITS

AUSTIN ROAD APARTMENTS

358-452 AUSTIN ROAD
WATERBURY, CT 06705
36 UNITS

SOUTH END APARTMENTS

10-40 WEST CLAY STREET
WATERBURY, CT 06709
21 UNITS

HARRY S. TRUMAN APARTMENTS

1711-1903 NORTH MAIN STREET
WATERBURY, CT 06704
73 UNITS

HAMDEN AVENUE APARTMENTS

163 HAMDEN AVENUE
10 UNITS

WATERBURY, CT 06704

OAK TERRACE APARTMENTS

31 BLISS STREET
WATERBURY, CT 06708
54 UNITS

WILLOW STREET APARTMENTS

63 WILLOW STREET
WATERBURY, CT 06702
4 UNITS

SCATTERED SITES

50-64 BISHOP ST, 26-42 CATHERINE AVE,
206-226 ORANGE ST, 368-374 WEST
GROVE ST, 454-462 BALDWIN ST, 540
BALDWIN ST WATERBURY, CT
34 UNITS

FRANKLIN D. ROOSEVELT APTS.

27-95 KEARNEY DRIVE
WATERBURY, CT 06704
48 UNITS (Elderly)

WILLIAM E. KELLY APARTMENTS

119-125 FAIRMONT STREET
WATERBURY, CT 06705
30 UNITS (Elderly)

EDWARD D. BERGIN BUILDING

70 LAKEWOOD ROAD
WATERBURY, CT 06704
76 UNITS (Elderly)

The WHA reserves the right to:

- **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the WHA to be in its best interests.
- **Right to Not Award.** Not to award a contract pursuant to this IFB.
- **Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days' written notice to the successful bidder(s).
- **Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- **Right to Retain Proposals.** Retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of the WHA Contracting Officer (CO).
- **Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
- **Right to Reject Any Quote.** Reject and do not consider any quote that does not meet the requirements of this IFB, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any quote submitted that does not conform to any of the requirements detailed herein. Each prospective bidder agrees to abide by all terms and conditions listed within this and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the WHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the WHA, but not the prospective bidder, of any responsibility pertaining to such issue.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS.

The WHA is seeking services for apartment restoration services, which encompasses any and all of the line items listed on the Bid Form sheet (Attachment A). The following gives greater definition to some of these line items:

The WHA periodically has need of a Contractor to prepare vacant units for occupancy (though the WHA may also choose to direct the Contractor to address an occupied unit—if such results in additional costs to the Contractor, the WHA anticipates that suitable adjustments will be made to the fee paid). The WHA anticipates that it will utilize the contract(s) that ensue from this Invitation for Bids to potentially supplement the work of the WHA’s in-house staff (e.g. the WHA’s in-house staff will most likely continue to paint and clean some units, but will, on an as-needed basis, contract out some units to the successful bidder(s)).

Response Time. Once ordered to proceed with work at a specific unit by the WHA, the Contractor shall complete the renovation services in no more than 5 full workdays (unless prior negotiations have been made with the WHA, on a case-by-case basis).

Debris Ensuing from Work. The Contractor shall remove from the WHA site and appropriately dispose of all debris generated from the on-call contractor work detailed herein.

Repairs. Any pricing for items listed as “repair” is defined as returning the item as close as possible to its original working condition. The pricing for “repair” items includes costs for labor and any tools and/or materials needed to return these “repair” items to their original working condition.

Janitorial. All types of cleaning will be done to restore the apartment to move in condition. Disposal of hazardous chemicals will be according to State environmental guidelines. It is the responsibility of the Contractor to remove all and dispose of it off-site. If the Contractor damages any WHA property during cleaning, it will be the sole responsibility of the Contractor to repair or replace said property at no additional cost to the WHA.

General Cleaning. Not included in General Cleaning is large debris removal and the cleaning of heaters or appliances. All items in General Cleaning must be free of dirt/filth, grease, mold, stains, or stickers. General cleaning constitutes the cleaning of everything listed below:

All walls, ceilings, and floors
All countertops, cabinets and cabinet hardware
Windows (glass and sills)
Doors and doorknobs
Baseboards and trim
Outside and inside of light fixtures
Switch plate and outlet covers
All sinks and faucets

All toilets inside and out
All tubs (inside and out) and fixtures
All showers and fixtures
All vanities and medicine cabinets
All closets inside, including shelves and bars
All stairs (risers, treads, and handrails)
All exhaust fans inside and out

Garbage/Debris/Furniture Removal. This line item describes removal of furniture or excessive amounts of debris left in a unit. The WHA will assume the costs to provide a dumpster for the removal of such large amounts of debris and/or furniture. The Contractor will be responsible for removing all of such debris and furniture from the apartment and placing it inside the provided waste removal receptacle. Receptacles shall not be overfilled so that debris does not spill out onto the WHA's property.

Clean Baseboard Heaters. All baseboard heaters must be cleaned inside and out. The Contractor must clean the covers and remove them in order to clean the fins inside. If any fins are bent during cleaning, it is the Contractor's responsibility to straighten the fins. All covers must be replaced after cleaning.

Walls. Any replacement of sheetrock done will be to match the thickness of the existing sheetrock. Patching on walls will be done for any holes with a diameter greater than 2".

Prep & Paint Walls. Each time a unit is painted, the Contractor shall:

Thoroughly prepare all walls and ceilings prior to painting, including, but not limited to: scrape away cracked and flaking paint, sand all bumps, remove nails and/or stickers, and dust and clean painted surfaces.

Remove all outlet covers, switch plates, and light fixtures before painting. Any damaged outlet and/or switch plate covers will be replaced and charged under a separate line item.

Fill any holes with a diameter of 2" or less with compound (anything greater than 2" is a separate "patch hole" charge). Holes larger than 1" will require taping with the compound.

Sand smooth all compounding until the patch area is flush with the wall. No taping seams should be visible.

Paint all ceilings 1 coat, all walls 2 coats. If Stain Kill is required on either ceilings or walls, 1 coat is required.

It is the Contractor's responsibility to ensure that the non-painted surfaces within the unit are protected from over spray or drippings ("Non-painted surfaces" include but are not limited to: floors; windows; appliances; cabinets; fixtures; sprinkler heads etc.).

Replace ceramic tiles. Ceramic tiles shall be replaced with the same size, type, and color of tile. If matching tiles are not available, the Contractor will consult the WHA as to a suitable replacement. Price for replacement of ceramic tiles includes labor and materials to replace tiles and grout.

Prep & Paint Trim. Thoroughly prepare all trim prior to painting, including, but not limited to: scrape away cracked and flaking paint, sand all bumps, removing nails or stickers, and dust and clean painted surfaces. All trim will be done with one coat.

Prep & Paint Radiators. Thoroughly prepare all radiators prior to painting, including, but not limited to: scrape away cracked and flaking paint, sand all bumps, stickers, and dust and clean painted surfaces. All radiators will be done with one coat.

Possible Construction-related Work. Though the WHA shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work (hence, the inclusion of a number of HUD forms are attached that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that the WHA will typically use the successful bidder(s) for on-call and/or emergency-type work. Any such work determined to be construction-related will not be major in nature, but typically will be for things such as the rehabilitation of a fire-damaged unit.

Bonds. We do not anticipate that payment and performance bonds will be typically necessary. However, in the rare case that such a bond is necessary as the result of the award of a task order, the WHA will negotiate with the Contractor a fair and reasonable cost to reimburse the Contractor for such, which cost will NOT include any profit and overhead for providing such bond(s) required by the WHA.

Work Standards. It is the responsibility of each Contractor to ensure that each worker provided by the Contractor be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations.

Contractor Responsibilities:

Safety Standards. It is the responsibility of each Contractor to ensure that each worker knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall, upon request from the WHA, provide the WHA with a copy of its safety policy.

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees quote shall be all-inclusive of all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

Permits. If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The WHA will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such).

Debris. Clean work areas daily, at the end of the workday, of all work-generated debris. NOTE: Unless pre-approved by the WHA, such debris shall not be placed in the WHA dumpsters but shall be removed from the work site by the Contractor.

Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of time of not less than 180 days. The Contractor will provide all labor for warranty work for the length of the manufacturers warrant on a new system that the Contractor installs.

Procedure to Award (Task Order):

Method to Award. The WHA will retain the right to contract with any of the responding bidders as a result of this IFB, where contracting shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the WHA may draw from):

Contractor List. Based on the results of the bids for this IFB, a list of responsive bidders will be made in order from least expensive to most expensive. Bidders who fail to provide us with any of the required submittal items listed in Section 3.1 of this IFB will not be placed on this list and will therefore not be contacted for contracting work. All future contracting work will be done off of this list, however the WHA does not guarantee any minimum amount of work to any contractor as a result of being placed on this list.

Offer of Work. When an opportunity for work arises (either from a vacancy or from an occupied unit), the WHA will create a Task Order unique to that specific job. Each Task Order will have listed in detail each line item that is required for that particular job. The WHA will choose a Contractor from the above-mentioned list (typically this will be the least expensive bidder) and offer the job to said Contractor. The WHA will have a pre-determined total price listed on the Task Order, based on the chosen Contractor’s submitted bid pricing. If the Contractor accepts the job, they will sign the Task Order and receive the keys to the unit. Time for completion will be based on this signature date. If the chosen contractor refuses the job, then the WHA will select another contractor from the list, and so on. Once a Contractor is contacted by the WHA with an offer of work via a Task Order, said Contractor has one business day in order to respond to said offer. After one business day, the WHA has the right to offer the job to another Contractor.

Start and Completion of Contract.

Contract Start. Once an available Contractor has been chosen (as detailed within the preceding Section 2.9.1 herein) and a Task Order acknowledging project start date has been signed, the Contractor will receive the keys to the unit. The time frame for the completion of the work will be noted on the Task Order, the end date being 5 business days (or longer if pre-approved) after the start date. After the Task Order is signed, a Purchase Order which will constitute an official contract with the WHA, shall be generated stating the location of the job, a general description of the work being done, the completion date, and the agreed upon contract price. The Contractor will be notified of this Purchase Order number that is unique to that job.

Change Order. In the event that during the completion of the contracted work, additional items not listed on the Change Order present themselves, the Contractor must notify the Superintendent of Maintenance of such items. The Superintendent of Maintenance will then verify these items and a Change Order will be created by the WHA and signed by the Contractor. The Change Order will contain a list of additional line items to be completed, and the cost for these items. Any additional work done by the Contractor without prior authorization from the WHA is done solely at the Contractor’s own risk and the WHA will not be held liable for payment of such unauthorized additional work.

Contract Completion. The contract will be considered completed and ready for payout when all of the line items listed on the signed Task Order have been addressed. When the Contractor has finished the job, they will contact our Superintendent of Maintenance or his designee in writing (either via text or

email) and notify him that they are ready for a Completion Inspection in order for the unit to receive a Certificate of Occupancy (C.O.). The date that Superintendent of Maintenance is first contacted by the Contractor requesting a Completion Inspection will be the date used to signify when the job was completed. ALL REQUESTS FOR A COMPLETION INSPECTION MUST BE DONE IN WRITING. Payment will be based on this date. Once a unit is inspected and given a C.O., the Contractor may then submit an invoice for payment. All invoices must contain the Purchase Order number associated with that job. Payment is made on a Net 30 basis.

Unsatisfactory Work. If, during the Completion Inspection, it is found that any number of line items from the Task Order are not completed to the satisfaction of the Superintendent of Maintenance, the Contractor will be notified in writing of the missing or unsatisfactory work. The Contractor must correct these items and request in writing a second Completion Inspection. The date of the last requested Completion Inspection will be the date used to signify when the job was completed. Payment will be based on this date.

Late Penalty. As time is of the essence in regard to the turnaround of vacant units, it is imperative that Contractors adhere to the contracted 5-day turnaround time. Therefore, for every day past the contracted 5 days (or other contracted time frame) that the work is not completed, the Contractor will be penalized 2% of the original contract amount. Payment will be based on the date that the last Completion Inspection was requested.

Removal from List. The WHA follows a 2-strike policy. After the second time a Contractor is removed from a job due to poor performance or going over the completion deadline, the Contractor will be removed from the Contractor List, and the WHA will no longer do business with the Contractor. The Contractor will receive notice in writing from the WHA of such action within 10 days of being removed from the Contractor List. If a Contractor wishes to be removed from the list of their own volition, they must notify the WHA of this in writing.

III. BID FORMAT & CONDITIONS

Submittal Documentation Required. All bids must be submitted in a sealed envelope clearly labeled “Waterbury Housing Authority – Sealed Proposal/Vacancy Rehab Services” and addressed to:

Christian D’Orso, Executive Director
Housing Authority of the City of Waterbury
Silvio Broccoli Memorial Building
2 Lakewood Road
Waterbury, CT 06704

All items listed in the IFB must be included in the bid packet for the bid to be considered “responsive”. In addition, bidder is to submit a Profile of Firm form (Attachment B), and three (3) references where similar work was provided. **All bids must be received by 10:00AM on December 1, 2025.**

Entry of Proposed Fees. The Bid Form (Attachment A) must be filled out in its entirety. Do not leave any spaces blank; if there is no charge for an item then “no fee” must be written in that space. At the bottom of the Bid Form, you must enter the sum of all the unit prices you provided on your Bid Form. This number will be your bid amount. This number is for comparison purposes only and in no way represents the amount of anticipated work. Unless otherwise stated, the proposed fees are all-inclusive of any costs the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel; and document copying not specifically agreed to by the WHA; etc.

Additional Information Pertaining to the Contract(s):

Quantities. All quantities entered by the WHA herein are for calculating purposes only.

Contract minimum and maximum amounts. Each Purchase Order generated constitutes a separate contract between the WHA and the Contractor. There is no guaranteed minimum contract amount for any Contractor placed on the Contractor List as a result from this IFB. No Purchase Order generated as a result of this IFB shall exceed \$100,000. Any Task Order adding up to \$25,000 or more must first get Board Approval before a Purchase Order can be generated.

Term of Contract(s). The pricing submitted on the Bid Form shall remain in effect for two (2) years after the submission date for this IFB and the WHA will create Task Orders and therefore Purchase Orders based on this pricing during these two years. At the end of these two years, the WHA may renew the contract for three (3) one-year renewals for a total of five (5) years. The WHA reserves the right to renegotiate unit costs prior to renewal. The WHA may also choose to re-bid for these services.

Warning! Realistic Proposed Cost for the Pricing Items. Each bidder is strongly encouraged to enter where provided in the Bid Form a realistic cost for each line item listed. If a bidder proposes a very low fee that the WHA deems is not reasonable, then the WHA reserves the right to require the bidder to, if awarded, at contract execution, present a cash bond in a suitable amount (e.g. \$3,000.00) to ensure that the bidder will fulfill his/her obligation in this matter. If the bidder does not at any time

fulfill his/her obligation in this, then the bond shall be forfeited in the amount the WHA needs to award the services to another firm—and the WHA may choose to terminate any Contractor that fails to fulfill his/her obligation in such matter (e.g. stand by his/her proposed fee) and if such termination occurs, the balance of the bond will be returned upon termination.

HUD Maintenance Wage Rates Determination (MWRD). Please see the MWRD attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the WHA must ensure that Contractors do not pay its employees that perform such work for the WHA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a quote, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed in the MWRD, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor is required to submit certified payrolls with invoicing, failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the WHA needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items that the Contractor actually pays to each such person performing the work, as verified by payroll records, the WHA shall:

- Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee;
- Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;
- Ascertain the difference between the two rates, which amount the WHA will pay to the successful bidder for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.

Connecticut State Prevailing Wage Rates. This Section 3.3.7 shall also pertain, in the same manner and procedure, to any Connecticut State Prevailing Wage Rates that may apply to any task order.

Tracking & Submission of Work Hours: The contractor is required to provide the amount of hours worked on site per individual with each task order invoice.

Submission Requirements. It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the WHA, including the IFB document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the bidder. By virtue of submitting proposed costs in response to this IFB, the bidder is stating his/her agreement to comply with the all

conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the contracting officer to exclude any of the WHA requirements contained within the documents may cause that bidder to not be considered for award.

Bidder's Responsibilities — Contact with the WHA. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process only to the contracting officer. Bidders must not make inquiry or communicate with any other WHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the WHA to not consider a quote submittal received from any bidder who may has not abided by this directive.

Addendums. All questions and requests for information must be addressed in writing to the contracting officer. The contracting officer will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the contracting officer will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the WHA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the contracting officer—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the contracting officer may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the contracting officer or his designee may more fairly respond to all prospective bidders in writing by addendum.

Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the WHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of minority personnel and subcontractors.

Within our WHA Procurement Policy it states that the WHA will do things such as:

- Include such firms, when qualified, on solicitation mailing lists;
- Encourage their participation through direct solicitation of quotes or quotes whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establish delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Include in contracts, to the greatest extent feasible, a clause requiring contractors to provide opportunities for training and employment for lower income residents of the project area and to

award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents;

- Require prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

OTHER CONTRACT CONDITIONS.

Contract Clauses. If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed: by completing, executing and submitting a cost in response to this IFB the bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the WHA including the contract clauses already attached. Accordingly, the WHA has no responsibility to conduct any negotiations after the submittal deadline pertaining to the contract clauses already published.

Contract Conditions. The following provisions are considered mandatory conditions to any contract award made by the WHA pursuant to this IFB:

Contract Form. The WHA will not execute a contract on the Contractor's form—contracts will only be executed on the WHA form and by submitting a bid the Contractor agrees to this.

Mandatory HUD Forms. Please note that the WHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

Assignment of Personnel. The WHA shall retain the right to demand and receive a change in personnel assigned to the work if the WHA believes that such change is in the best interest of the WHA and the completion of the contracted work.

Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and will result in the cancellation of the contract with the WHA, and may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; determined by the CO.

Licensing and Insurance Requirements. Per Attachment H, the Contractor will be required to provide proof of coverage (NOTE: Each of the following insurance coverage shall cover both the Contractor and the temporary employee):

Workers' Compensation Insurance. An original certificate evidencing the bidder's current workers' compensation insurance carrier and coverage amount.

General Liability Insurance. An original certificate evidencing General Liability coverage, naming the WHA as an additional insured, (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000.

Automobile Insurance. An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical benefit of \$5,000.

City/County/State Business License. The bidder's business license allowing that entity to provide such services within the City of Waterbury, New Haven County, and/or the State of Connecticut.

Contract Service Standards. All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

IV. ADVERTISEMENT

LEGAL NOTICE

Invitation for Bids Unit Vacancy Rehabilitation Services

The Waterbury Housing Authority (WHA) is soliciting bids from qualified contractors for Vacancy Rehabilitation Services. Services include the cleaning, painting, repair, and preparation of vacant units for occupancy following move out.

This Invitation for Bids (IFB) contains specific submission requirements, general scope of service requirements, and terms, conditions, and other pertinent information necessary for submitting a proposal. This IFB has been made available to the public on **November 1, 2025**.

Questions should be directed in writing to Christian D’Orso, Executive Director, at chris.dorso@waterburyha.org no later than **10:00AM on November 15, 2025**. Bids must be submitted on or before **10:00AM on December 1, 2025**. Submittals received after the deadline will not be considered.

All activities will be performed in strict accordance with all guidelines and requirements established by the U.S. Department of Housing and Urban Development (H.U.D.) as they may apply. Procurement and contract award are subject to all applicable Federal, State, and local laws/regulations. IFB documents may be obtained at the WHA Admin Offices, Silvio Broccoli Memorial Building 2 Lakewood Road, Waterbury, CT 06704. The IFB is also available the WHA’s website: www.waterburyha.org under the “Current Solicitations” tab.

The WHA is an Affirmative Action/Equal Opportunity Employer. Small Business Concerns, Minority Business Enterprises, Women Owned Business Enterprises and Disabled Persons are encouraged to apply.

Attachment A: BID FORM***Any items listed under a specific brand may be substituted for any other comparable brand***

Contractor Name:		
Desription	Cost	unit of measure
JANITORIAL		
General Cleaning (efficiency)		per apartment
General Cleaning (1 bdrm)		per apartment
General Cleaning (2 bdrm)		per apartment
General Cleaning (3 bdrm)		per apartment
General Cleaning (4 bdrm)		per apartment
General Cleaning (5 bdrm)		per apartment
Garbage/Debris/Furniture Removal (efficiency)		per apartment
Garbage/Debris/Furniture Removal (1 bdrm)		per apartment
Garbage/Debris/Furniture Removal (2 bdrm)		per apartment
Garbage/Debris/Furniture Removal (3 bdrm)		per apartment
Garbage/Debris/Furniture Removal (4 bdrm)		per apartment
Garbage/Debris/Furniture Removal (5 bdrm)		per apartment
Clean baseboard heaters (inside and out)		per apartment
VCT TILE FLOORS (use Armstrong or Mannington 1' x 1' x 1/8")		
Strip & Wax VCT floors (efficiency)		per apartment
Strip & Wax VCT floors (1 bdrm)		per apartment
Strip & Wax VCT floors (2 bdrm)		per apartment
Strip & Wax VCT floors (3 bdrm)		per apartment
Strip & Wax VCT floors (4 bdrm)		per apartment
Strip & Wax VCT floors (5 bdrm)		per apartment
Remove/Replace VCT tiles		per square foot
Remove/Replace Vinyl Cove Base (4"h x 1/8" thick)		per linear foot
WALLS (use Glidden antique eggshell low sheen)		
Remove/Replace Stud		per linear foot
Remove/Replace gypsum (sheetrock), tape, spackle, sand		per square foot
Remove/Replace greenboard 1/2" thick, tape, spackle, sand		per square foot
Patch hole in wall (sheetrock), spackle, sand		per square foot
Use Stain Kill on walls		per square foot
Prep & Paint Walls (walls 2 coats, ceilings 1 coat) - efficiency		per apartment
Prep & Paint Walls (walls 2 coats, ceilings 1 coat) - 1 bdrm		per apartment
Prep & Paint Walls (walls 2 coats, ceilings 1 coat) - 2 bdrm		per apartment
Prep & Paint Walls (walls 2 coats, ceilings 1 coat) - 3 bdrm		per apartment
Prep & Paint Walls (walls 2 coats, ceilings 1 coat) - 4 bdrm		per apartment

Prep & Paint Walls (walls 2 coats, ceilings 1 coat) - 5 bdrm		per apartment
Paint walls (already prepped)		per square foot
Replace wall insulation (R11 paper backed)		per square foot
Replace ceramic tiles (4.25" x 4.25" yellow or white porcelain)		per square foot
Replace corner bead		per corner/wall
Taping only of walls		per linear foot
CEILING AND FLOOR		
Remove/Replace acoustic ceiling tiles 2' x 4'		per tile
Remove/Replace Joist		per linear foot
Remove/Replace subfloor - 3/4" plywood		per square foot
Remove/Replace subfloor - 1/2" plywood		per square foot
Remove/Replace subfloor - 5/8" plywood		per square foot
Remove/Replace Luan		per square foot
Remove existing carpet		per apartment
Replace ceiling insulation (R30 paper backed)		per square foot
Replace floor insulation (R30 paper backed)		per square foot
Taping only of ceilings		per linear foot
Concrete patch subfloor		per linear foot
Paint ceiling (already prepped)		per square foot
TRIM		
Replace wood base trim clamshell base moulding		per linear foot
Replace window trim (wood)		per linear foot
Replace window trim (metal)		per linear foot
Replace door trim (wood)		per linear foot
Replace door trim (metal)		per linear foot
Replace 3/4" round wood trim		per linear foot
Prep & Paint Trim (1 coat) - efficiency		per apartment
Prep & Paint Trim (1 coat) - 1 bdrm		per apartment
Prep & Paint Trim (1 coat) - 2 bdrm		per apartment
Prep & Paint Trim (1 coat) - 3 bdrm		per apartment
Prep & Paint Trim(1 coat) - 4 bdrm		per apartment
Prep & Paint Trim (1 coat) - 5 bdrm		per apartment
RADIATORS		
Prep & Paint Radiators (1 coat) - efficiency		per apartment
Prep & Paint Radiators (1 coat) - 1 bdrm		per apartment
Prep & Paint Radiators (1 coat) - 2 bdrm		per apartment
Prep & Paint Radiators (1 coat) - 3 bdrm		per apartment
Prep & Paint Radiators(1 coat) - 4 bdrm		per apartment
Prep & Paint Radiators (1 coat) - 5 bdrm		per apartment
Replace cast iron baseboard heater (insides and cover)		per linear foot
Replace steel baseboard heater (insides and cover)		per linear foot

Repair interior fins of baseboard		per linear foot
Replace interior fins of baseboard		per linear foot
Repair radiator cover (cast iron)		per linear foot
Repair radiator cover (steel)		per linear foot
Replace radiator cover (cast iron)		per linear foot
Replace radiator cover (steel)		per linear foot
Replace radiator cover end cap (steel)		per cap
Replace radiator cover splice plate (steel)		per splice plate
Repair leak in cast iron baseboard heater		per linear foot
Repair leak in steel baseboard heater		per linear foot
DOORS		
Replace exterior door (wood) 1 3/4" thick		each
Replace exterior door and frame (wood)		per door
Replace exterior door (metal) 1 3/4" thick		each
Replace exterior door and frame (metal)		per door
Replace exterior door hardware Schlage #B562P deadbolts		per door
Replace exterior door lever handle (handicap) Schlage AL53PD		per door
Repair exterior door hardware		per door
Replace exterior door hinges		per door
Repair exterior door hinges		per door
Cut/shave bottom of door		per door
Polyurethane door		per door
Repair door jams (wood)		per linear foot
Repair door jams (metal)		per linear foot
Replace door jams (wood)		per linear foot
Replace door jams (metal)		per linear foot
Replace striker plate exterior door		each
Replace striker plate interior door		each
Replace interior door frame		per frame
Repair interior door frame		per frame
Replace interior door (solid core) 30" x 1 3/8" birch finish		per door
Replace interior door (hollow) 30" x 1 3/8" birch finish		per door
Repair interior door		per door
Replace interior door hinges		per door
Repair interior door hinges		per door
Replace interior passage knob Kwikset #200CV		per door
Replace interior privacy knob Kwikset #300CV		per door
Replace interior lever handle passage knob (handicap) Kwikset #720KNL satin chrome		per door
Replace interior lever handle privacy knob (handicap) Kwikset #730KNL satin chrome		per door
Replace door stop		each
Replace entry door threshold		each
Replace weather stripping		per linear foot

Replace peep hole 1/2" diameter fits doors 1 3/8" - 2 1/8" thick		each
Remove non-WHA locks		per door
Install panic bar		per door
Install door closer		per door
Install door sweep		per door
SCREEN DOORS		
Remove screen door		per door
Replace screen door (metal)		each
Replace screen door (wood)		each
Replace screen door handle		each
Replace screen door pump		each
Replace screen door chain and spring		each
Replace screen door window		each
Replace screen door screen		each
WINDOWS		
Replace window (labor only)		per window
Replace window sill (wood)		per window
Replace window sill (metal)		per window
Replace window sill (formica)		per window
Re-frame window		per square foot
CLOSETS		
Replace closet rod (wood 1 3/8" diameter, 4' length)		each
Replace closet shelf		each
Flip closet shelf		each
Replace bi-fold doors (metal) (louvered 30" x 80")		each
Replace bi-fold doors (wood) (6 panel 30" x 80")		each
Replace hollow core birch finish door 18" x 2" thick		each
Repair bi-fold doors (metal)		each
Repair bi-fold doors (wood)		each
Replace bi-fold door knob		each
Replace bi-fold door track		each
Replace bi-fold door pivot		each
Replace closet pole bracket		each
STAIRS		
Repair stair railing (12' x 2" diameter pine)		each
Replace stair railing		each
Repair stairs		per step
Sand/Polyurethane stairs and handrail		per staircase
CAULKING		
Caulk at interior window sill		per sill
Caulk around exterior window		per window
Caulk at Counters/Backsplash bathroom		per bathroom
Caulk at Counters/Backsplash kitchen		per apartment
Caulk at Tub/Surround		per tub/surround
Caulk around toilet base		per toilet

Caulk around bathroom sink		per sink
Caulk around kitchen sink		per sink
BATHROOM FIXTURES		
Replace shower rod (5' aluminum)		each
Replace towel bar (metal) (3/4" x 24" aluminum chrome finish)		each
Replace towel bar (ceramic) white porcelain		each
Replace toilet paper holder (metal) chrome-plated		each
Replace toilet paper holder (ceramic) white porcelain		each
Replace soap dish (metal) chrome-plated		each
Replace soap dish (ceramic) white porcelain tile-in mount 6x4"		each
Replace medicine cabinet stainless steel metal frame w/mirror 16" x 22"		each
Replace shower grab bar 3' chrome		each
Replace toilet grab bar 3' chrome		each
Replace fold down shower bench plastic seat		each
BATHROOM CARPENTRY - Cabinetry must be KCMA certified and for HUD severe use		
Replace Bathroom countertop/backsplash almond laminate		per linear foot
Repair Bathroom countertop/backsplash		per bathroom
Repair bathroom countertop laminate end cap almond laminate		each
Replace bathroom cabinet door		each
Repair bathroom cabinet door		each
Replace entire bathroom vanity		each
Replace bathroom cabinet door handle (handicap units) 4" wire pull		each
Replace bathroom cabinet hinge		each
Polyurethane cabinets		per bathroom
replace medicine cabinet sliding door mirror		per mirror
KITCHEN CARPENTRY - Cabinetry must be KCMA certified and for HUD severe use		
Replace kitchen countertop/backsplash almond laminate		per linear foot
Repair kitchen countertop/backsplash		per apartment
Repair kitchen countertop laminate end cap almond laminate		each
Replace kitchen cabinet door		each
Replace kitchen cabinet drawer		each
Repair kitchen cabinet door		each
Repair kitchen cabinet drawer		each
Replace kitchen cabinet unit 30" x 18"		per cabinet unit
Replace kitchen cabinet unit 31" x 24"		per cabinet unit
Replace entire kitchen cabinets		per apartment
Replace kitchen cabinet door handle (handicap unit) 4" wire pull		each
Replace kitchen cabinet drawer pull (handicap unit) 4" wire pull		each
Replace kitchen cabinet door hinge		each
Polyurethane cabinets		per apartment
Repair kitchen cabinets		per square foot
Remove and put back bottom section of cabinets (9 LF)		per section
TUB AND SHOWER		
Replace cast iron tub		per tub

Replace steel tub		per tub
Replace fiberglass tub/shower surround 30" x 60" x 58" white		per tub
Repair fiberglass tub/shower surround		per tub
Remove/Replace one-piece shower/tub enclosure		each
Refinish fiberglass tub/shower surround		per tub
Replace shower/tub diverter		each
Replace showerhead Niagra #N2815		each
Replace tub spout 5 1/4" long die-cast zinc		each
Replace shower/tub controls Symmons #S-86-2-STK-TRM chrome		each
Replace tub stopper (rubber)		each
Repair tub stopper mechanism		each
Replace tub stopper mechanism		each
Replace hand-held shower sprayer (handicap) Moen #157276 chrome		each
Replace tub overflow cover chrome		each
Replace tub overflow drain assembly		each
spray paint tub		per tub
spray paint shower surround		per surround
TOILET		
Replace toilet (labor only)		each
Replace toilet seat - round white wood w/plastic hinges & bolts		each
Replace toilet seat - elongated white wood w/plastic hinges & bolts		each
Replace toilet tank (labor only)		each
Repair toilet flush mechanism (all parts included: Coroma 772139, 772136, 772145, 772137, 772142, 772135, and 772156)		each
Replace wax ring		each
Unclog toilet		each
BATHROOM SINK		
Replace bathroom sink (drop-in) (American Standard #0475.020.020)		each
Replace bathroom sink (wall mount) (American Standard #0356915.020)		each
Unclog bathroom sink		each
Repair bathroom sink leaking pipes		per sink
Replace bathroom sink drain		per sink
Replace bathroom sink faucet assembly Moen #L64601		per sink
Repair bathroom sink faucet assembly		per sink
Replace bathroom sink stopper chrome		each
replace bathroom sink protective pipe covers (handicap)		per sink
KITCHEN SINK		
Replace kitchen sink (single) American Standard #20SB8252283S.075		each
Replace kitchen sink (double) American Standard #20DB8332283C.9075		each
Unclog kitchen sink		each
Repair kitchen sink leaking pipes		per sink
Replace kitchen sink drain		per sink
Replace kitchen sink faucet assembly Moen #67425 chrome		per sink
Repair kitchen sink faucet assembly		per sink
Replace kitchen sink stopper/strainer		each

Replace kitchen sink protective pipe covers (handicap)		per sink
Replace kitchen sink sprayer		each
LAUNDRY		
Replace water shutoff valve		each
Replace washing machine hot/cold supply		each
Repair washing machine hot/cold supply		each
Unclog washing machine drain		each
Replace dryer vent		each
Replace dryer hose		each
Unclog dryer vent		each
SWITCHES		
Replace light switch (single gang)		each
Replace light switch (double or larger)		each
Repair light switch		each
Replace light switch cover (single plastic) non-breakable nylon ivory		each
Replace light switch cover (single metal) ivory		each
Replace light switch cover (double+ plastic) non-breakable nylon ivory		each
Replace light switch cover (double+ metal) ivory		each
ELECTRICAL		
Replace duplex electrical receptacle		each
Replace 220 volt receptacle		each
Replace GFI electrical receptacle		each
Replace duplex receptacle cover (plastic) non-breakable nylon ivory		each
Replace duplex receptacle cover (metal) ivory		each
Replace 220 receptacle cover (plastic) non-breakable nylon ivory		each
Replace 220 receptacle cover (metal) ivory		each
Replace GFI receptacle cover (plastic) non-breakable nylon ivory		each
Replace GFI receptacle cover (metal) ivory		each
Replace Electrical Panel		each
Replace 15 or 20 amp circuit breaker		each
Replace 30 amp or higher circuit breaker		each
Repair doorbell (hard-wired)		each
Replace doorbell (hard-wired)		each
Repair wall-mount non-digital thermostat		each
Replace wall-mount non-digital thermostat Honeywell #T87N1000		each
Repair unit mounted baseboard thermostat		each
Replace unit mounted baseboard thermostatic valve for Danfoss RA2000		each
Replace unit mounted thermostatic valve head for Danfoss RA2000		each
SAFETY		
Replace smoke detector (battery operated) Kidde #21027431 sealed lithium battery w/10 year warranty		each

Replace smoke detector (hard wired) Brinks #9120B		each
Replace 9V battery in smoke detector		per detector
Replace "call for aid" pull cord		each
Remove paint from sprinkler heads		per sprinkler
LIGHT BULBS		
Replace 2' fluorescent bulbs		each
Replace 4' fluorescent bulbs		each
Replace 13 watt screw in CFL		each
Replace 18 watt screw in CFL		each
Replace 13 watt GU24 2-prong CFL		each
Replace 18 watt GU24 2-prong CFL		each
Replace circuline fluorescent bulb (12")		each
Replace circuline fluorescent bulb (16")		each
LIGHT FIXTURES		
Replace interior light fixture (white round 13" diameter halophane glass 2-light w/GU24 2-prong bulbs)		each
Repair interior light fixture		each
Replace bathroom exhaust fan entire unit Broan #678		each
Replace bathroom exhaust fan motor for Broan #678		each
Replace bathroom exhaust fan lens Broan #97014094		each
Replace bathroom vanity light fixture linear vanity brushed nickel LED w/white lens 2' x 6" x 4 1/2"		each
Repair bathroom vanity light fixture		each
Replace kitchen light fixture - flush mount fluorescent w/ wrap lens 4' x 24"		each
Replace kitchen light fixture - flush mount fluorescent w/ wrap lens 4' x 18"		each
Repair kitchen light fixture		each
RANGES		
Clean range		per apartment
Spray paint range		per apartment
Replace range exhaust hood non-vented Broan #413001		each
Replace range exhaust hood motor Broan #BP19		each
Replace range exhaust hood filter 8 3/4" x 10 1/2" x 3/8"		each
Replace oven light bulb		each
Replace electric range oven wire rack for Frigidaire #FFEF3003NW		each
Replace gas range oven wire rack for Frigidaire #FFGF3012TW		each
Replace gas hook-up for range		each
Replace electric range element (small) 6"		each
Replace electric range element (large) 8"		each
Replace electric range terminal block for Frigidaire range		each
Replace electric range drip pan (small) 6"		each
Replace electric range drip pan (large) 8"		each

Replace electric range burner switch must fit Frigidaire #FFEF3003NW		each
Replace electric range oven thermostat for Frigidaire #FFEF3003NW		each
Replace electric range knob must fit Frigidaire #FFEF3003NW		each
Replace electric range oven handle for Frigidaire #FFEF3003NW		each
Replace gas range burner grate		each
Replace gas range dual burner		each
Replace gas range igniter switch must fit Frigidaire #FFGF012TW		each
Replace gas range knob must fit Frigidaire #FFGF012TW		each
Replace gas range oven thermostat must fit Frigidaire #FFGF012TW		each
Replace gas range oven handle must fit Frigidaire #FFGF012TW		each
REFRIGERATORS		
Clean refrigerator		per apartment
Spray paint refrigerator		per apartment
Replace Refrigerator light bulb		each
Replace Refrigerator door handle must fit Frigidaire #FFTR1814TW		each
Replace freezer door handle must fit Frigidaire #FFTR1814TW		each
Replace refrigerator shelf for Frigidaire #FFTR1814TW		each
Replace refrigerator crisper drawer for Frigidaire #FFTR1814TW		each
Replace refrigerator door shelf for Frigidaire #FFTR1814TW	\$5.00	each
Replace butter dish cover for Frigidaire #FFTR1814TW		each
Replace refrigerator door gasket/seal		each
TOTAL	\$5.00	
Contractor Name (print):		
Contractor Name (signature):		
DATE:		

Attachment B. Profile of Firm

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

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attached a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Year Firm Established in Connecticut; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian ☐ Public-Held ☐ Government ☐ Non-Profit
American (Male) Corporation Agency Organization
_____ % _____ % _____ % _____ %

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

☐ Resident-Owned* ☐ African American ☐ **Native American ☐ Hispanic American ☐ Asian/Pacific American ☐ Hasidic Jew ☐ Asian/Indian American
_____ % _____ % _____ % _____ % _____ % _____ % _____ %

☐ Woman-Owned (MBE) ☐ Woman-Owned (Caucasian) ☐ Disabled Veteran ☐ Other (Specify):
_____ % _____ % _____ % _____ %

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO BID – ENTER IF AVAILABLE)

(8) Federal Tax ID No.: _____

(9) Local Business License No. (if applicable): _____

(10) State of Missouri License Type and No.: _____

Signature Date Printed Name Company

(11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(14) Debarred Statement. Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Connecticut, or any local government agency within or without the State of Connecticut? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. PLEASE NOTE: The Agency reserves the right to not make award to any quoter that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(17) Non-Collusive Affidavit. The undersigned party submitting this quote hereby certifies that such quote is genuine and not collusive and that said quoter entity has not colluded, conspired, connived or agreed, directly or indirectly, with any quoter or person, to put in a sham quote 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 quote price of affiant or of any other quoter, to fix overhead, profit or cost element of said quote price, or that of any other quoter or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said quote are true.

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

Signature

Date

Printed Name

Company

Attachment C

ADDENDUM ACKNOWLEDGEMENT FORM

As required by the IFB, Proposers must submit this acknowledgement form with their response. One acknowledgement form per response, listing all addenda, is appropriate.

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

Company Name: _____

Representative's Name: _____

Signature: _____

Date: _____

Instructions to Offerors

Non-Construction

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

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (2) Have a satisfactory performance record;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office

receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

7. Contract Award

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

(b) The HA may

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

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

before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the HA.

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

8. Service of Protest

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

9. Offer Submission

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

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

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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 form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

(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.

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

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

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

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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. 3/31/2020)

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 \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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.

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

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.

**HUD-52158
Maintenance Wage Rate Determination**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

Agency Name:

DBLS Agency ID No:

Wage Decision Type:

☐ Routine Maintenance

☐ Nonroutine Maintenance

Effective Date:

Expiration Date:

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

DBLS Staff Signature

Date

Name and Title

WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)