



INVITATION FOR BID (IFB)
Cleaning of Hallways & Stairwells
At
Spring Chase I Apartments
IFB NO. HADC-2012- 001

Prepared by:
Department of Procurement
of the
Housing Authority of DeKalb County
750 Commerce Drive
Suite 201
Decatur, Georgia 30030

Executive Director Eugene P. Walker, Jr.



INVITATION FOR BID (IFB)

**Cleaning of Hallways & Stairwells
At
Spring Chase I Apartments**

[HADC - 2012- 001]

The Housing Authority of DeKalb County (HADC) is seeking bids from qualified individuals to provide general cleaning services to the hallways & stairwells at Spring Chase I Apartments located at 4949 Memorial Drive, Stone Mountain, GA 30083.

This Invitation for Bid (IFB) contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive bid. Bidders are required to send confirmation of receipt of the downloaded bid package to atp@dekalbhousing.org and it is the responsibility of the firm to periodically visit the website to retrieve any Addenda that may have been issued during this solicitation.

A Pre-Bid Conference will be held on Tuesday, February 14, 2012 at 10:00 am at the central office of the Housing Authority of DeKalb County located at 750 Commerce Dr., Decatur, Georgia. Bidders are encouraged to visit each site prior to this meeting and attend the Pre-Bid Conference.

Prospective bidders desiring any explanation or interpretation of the solicitation must submit requests in writing to the attention of "Alicia Pope" at atp@dekalbhousing.org. The deadline for questions is Friday, February 17, 2012 at 2:00 p.m.

Deadline for bid submission is Friday, February 24, 2012 at 3:30 p.m.

A bid opening will be held on Friday, February 24, 2012 at 3:30 p.m. All bids received will be collected and held unopened at the HADC central office located at 750 Commerce Drive, Suite 201, Decatur, Georgia 30030, until 3.30:00 p.m. at which time they will be publicly opened and read aloud. Late bids will not be opened and faxed or emailed bids are not acceptable.

Submissions will be evaluated on the criteria stated in the IFB. After evaluation of the responses, the Contract will be awarded to the most responsive and responsible Bidder. The resulting Contract may be funded through Section 3 covered assistance and as such will be subject to Section 3, 24 CFR Part 135.

INVITATION FOR BIDS (IFB) NO. HADC- 2012 - 001, CLEANING OF HALLWAYS & STAIRWELLS

HADC and its affiliated entities reserve the right to reject any and all submissions.

Bids should be plainly marked as "IFB - HADC - 2012- 001, "Cleaning of Hallways & Stairwells" with the firm's name and return address. Faxed or e-mailed bids are not acceptable and late bids will not be opened.

Please submit 1 original bid and 3 copies to:

**Housing Authority of DeKalb County
Attention: Alicia Pope
750 Commerce Drive, Suite 201
Decatur, GA 30030**

Notice: Contact with members of the HADC Board of Commissioners, or HADC officers and employees other than the contact person shown above, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful Bidder (s) could result in disqualification of your bid. In fairness to all prospective Bidders (s) during the IFB process, if HADC meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no Bidder has a competitive advantage over another. This does not include meetings required to conduct business not related to the IFB, or possible personal presentations after written qualifications have been received and evaluated.

HOUSING AUTHORITY OF DEKALB COUNTY

By: _____
Eugene P. Walker, Jr.
Executive Director

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INTRODUCTION

The Housing Authority of DeKalb County (hereinafter, "HADC") is a public entity that was formed in 1955 to provide federally subsidized housing and housing assistance to low-income families within DeKalb County. The HADC is headed by an Executive Director (ED) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HADC's procurement policy.

The HADC administers rental assistance for 5,970 privately owned rental units through the Housing Choice Voucher Program, owns and manages 266 public housing units under Asset Management, 170 Section 8 new construction units and 514 multi-family housing units allocated in 4 properties and scattered sites throughout DeKalb County.

In keeping with its mandate to provide efficient and effective services, the HADC is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to the HADC. 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.

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IFB INFORMATION AT A GLANCE

HADC CONTACT PERSON	Alicia Pope 750 Commerce Drive, Suite 201 Decatur, GA 30030 atp@dekalbhousing.org Phone: (404) 270-2519
HOW TO OBTAIN THE IFB DOCUMENTS ON THE HADC WEBSITE	1. Access http://dekalbhousing.org/ifbs.html . 2. If you have any problems accessing the IFB, please contact atp@dekalbhousing.org .
PRE-SUBMITTAL QUESTIONS	Prospective Bidders desiring any explanation or interpretation of the solicitation <u>must submit requests in writing</u> to the attention of "Alicia Pope" at atp@dekalbhousing.org . The deadline for questions is Friday, February 17, 2012 at 2:00 p.m.
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID	As directed, submit 1 original and 3 exact copies of your bid to the HADC Procurement Department following the instructed bid format.
BID DEADLINE	Tuesday, February 24, 2012 at 3:30 p.m. HADC Procurement Department 750 Commerce Drive, Suite 201 Decatur, Georgia 30030 *(The bid must be received in-hand and be time-stamped by the HADC by no later than 3:30 p.m. on this date).

GENERAL INFORMATION

Definitions: Throughout this Invitation for Bid and all resulting documents, the terms below shall be defined as follows:

"Authority" or **"Local Public Housing Agency"** is the Housing Authority of DeKalb County (HADC) who is authorized to undertake this contract.

"Contract" refers to the fully executed written agreement that ensues from the IFB. Whereas all IFB documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within an IFB document; such is referring to both the IFB documents and the ensuing contract document.

"Contract documents" means and shall include initiated contract and all documents in the IFB package and/or Addenda.

"Contract Officer (CO)" is the HADC Executive Director or his/her designated representative.

"Contractor" and the term "successful Bidder" may be used interchangeably.

"Day(s)" unless otherwise specified, shall refer to calendar days.

"HUD" is the United States Department of Housing and Urban Development. HUD is the federal agency from which HADC receives funding; however, pertaining to this IFB, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

"Herein" shall refer to all documents issued pursuant to the noted IFB, including the IFB documents and the attachments.

"Executive Director" is the HADC Executive Director.

"General Specifications" is the part of the contract documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the service under this contract.

"Local Government" means the HADC, the city, the county and the State of Georgia.

"Offer" is the proposal submittal that the proposer delivers to HADC in response to the IFB.

"Offeror" or **"Offerors"** are the proposer or proposers.

"Parties" When "the parties," "both parties" or "either party" is stated within the IFB documents or the contract, such refers to HADC and the successful proposer(s).

"Project Area" is the site(s) specified.

"Bid" is the "hard copy" document that the Bidder is required to, as detailed within the IFB document, deliver to HADC.

"Protestant" is a prospective Bidder or bidders(s) who feel(s) that he/she has been treated inequitably by HADC and wishes HADC to correct the inequitable condition or situation. To be eligible to file a protest with HADC pertaining to an IFB or contract, the protestant must have been involved in the IFB process in some manner as a prospective proposer or proposer.

"Scope of Work" is the technical specifications that become a part of the general specifications and/or contract.

"Bidder" A prospective Bidder is a firm or individual who has been notified of the IFB solicitation and/or who has requested and/or received the IFB documents and is considering responding with a proposal. A Bidder is a firm or individual who has submitted a proposal in response to the IFB. All terms and conditions shall apply equally to all prospective Bidder as well as Bidder, though prospective Bidder may not, after the deadline set for receiving proposals, receive further notices pertaining to that IFB-meaning, certain notices are only delivered to Bidder and not to prospective Bidder.

"Invitation for Bid" (IFB) is the competitive bid process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.

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1.0 HA'S RESERVATION OF RIGHTS:

1.1 The HADC reserves the right to 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 HADC to be in its best interests.

1.2 The HADC reserves the right not to award a contract pursuant to this IFB.

1.3 The HADC reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful Bidder(s).

1.4 The HADC reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.

1.5 The HADC reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the HADC Contracting Officer (CO).

1.6 The HADC reserves the right to negotiate the fees proposed by the Bidder entity.

1.7 The HADC reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.

1.8 The HADC shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

1.9 The HADC shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective Bidder is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the Procurement Department in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HADC that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HADC, but not the prospective Bidder, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (TS):

2.1 OVERVIEW

The Contractor will supply all labor, tools, equipment, materials and cleaning supplies necessary for the cleaning of the hallways and stairwells in each building at Spring Chase I. All walls, floors, steps, railings, windows, screens, doors, baseboards, coping, thresholds, carpets, ceilings, vents, fixtures, and electrical closets are to be thoroughly cleaned and all cobwebs are to be removed. These services will be provided as follows:

- **Every 2 weeks:** general cleaning to include dusting, scrubbing, spot cleaning, sweeping, mopping, vacuuming and deodorizing.
- **Once a month:** wash the walls, light fixtures, metal surfaces and glass surfaces.
- **Once a quarter:** remove stains from all carpets and thoroughly deodorize.

Spring Chase I Apartments are located at 4949 Memorial Drive, Stone Mountain, GA 30083. The property manager can be reached at 404.292.4012.

The work is to be done during the day between 8 a.m. to 5 p.m. Monday through Friday; Weekend work may be allowed only with prior permission from property manager. The Contractor is to provide a time schedule which must be approved in advance by the HADC and the Contractor is responsible for the coordination and supervision of all work as scheduled.

2.2 SCOPE OF WORK

The above mentioned services are to be performed wherever appropriate materials or surfaces exist, along with additional work as stated below.

1. Cleaning to include treads of vinyl or carpet and risers for the stairs.
2. Thoroughly sweep electrical closets and remove dust, debris and cobwebs from all walls.
3. Vacuum all carpeted floors and covered stairs.
4. Clean and deodorize all of the hallways and stairwells twice a month.
5. Thoroughly clean all vents in walls, ceilings and doors.
6. Wipe off all window ledges and screens. Clean interior and exterior windows throughout on all floors. Do not leave residue or streaks on any surface. Clean frames and tracks, remove dirt and paint residue.
7. Wipe off all entry doors to the units and the thresholds and remove built-up grease and dirt.
8. Clean walls, baseboards and ceilings that have or have not been painted.
9. Clean vinyl baseboards (cove base). These should be cleaned and free of built up paint, dirt and/or wax.
10. Clean all light fixture globes and covers and report missing or defective bulbs to HADC property manager.

11. Remove all trash and debris from the premises and dispose of properly offsite.

2.3 MONTHLY CALENDAR

The Contractor will submit a "schedule of work" in the form of a **monthly calendar** to the property manager the month prior to when work is to begin. Work will begin the first of the month and continue in two-week cycles. All buildings will be cleaned at each visit. All of the work, or at least a minimum of 25% of the work, is expected to be provided by the Contractor and/or his employees. Sub-Contractors may be used only if approved in advance by the HADC. See General Specifications for more information.

The Contractor will check in with the property manager before starting work in any building and when work is completed in each building. Contractor will examine the premises and immediately notify the property manager if there are any problems or obvious damage to the apartment walls, floors, ceilings, doors and carpets. Also, Contractor will notify the property manager if there are any stains, chips or burns on any of the surfaces that normal cleaning and/or abrasives are unable to remove. Before leaving the premises, the Contractor will secure all doors and windows and notify the property manager of departure.

2.4 CLEANING DEFINITIONS

1. Dusting - A properly dusted surface is free of all dirt, debris, dust, dust streaks, lint and cobwebs.
2. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.
3. Spot Cleaning - A properly spot cleaned surface is free of all stains and deposits and largely free of cleaning marks.
4. Mopping - A properly damp mopped floor is free of dirt, dust, marks, film, streaks, debris or water.
5. Scrubbing - Scrubbing has been properly performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, and standing water, and have a uniformly clean appearance.
6. Wall Washing - Walls will be considered properly cleaned when their surfaces have a uniformly clean appearance and are free from dirt, lint, visible fingerprints, stains, cleaning marks, streaks and graffiti. Painted surfaces must not be damaged.
7. Light Fixture Cleaning - Light fixtures will be considered properly cleaned when all components including bulbs, tubes, globes and associated surfaces, reflective or otherwise, to be free of insects, dirt, lint, film and streaks. All lenses or panels removed for cleaning must be replaced immediately.
8. Metal Cleaning - Metal surfaces will be considered properly cleaned when they are free of deposits or tarnish and have a uniformly bright appearance. Cleaning agents must be wiped off adjacent surfaces.
9. Glass Cleaning - Glass will be considered properly cleaned when its surface is without dirt, dust, streaks, film or deposits and has a uniformly bright appearance. Cleaning agents must be wiped off adjacent surfaces.
10. Carpet Cleaning - Carpet will be considered clean after it is vacuumed and there is nothing on the carpet. Treat with a deodorizer.

11. Rubber Stair Cleaning - Rubber treads and kick plates will be considered clean when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, and gum, and have a uniformly clean appearance.

2.5 PRODUCTION

The Contractor and/or his/her employees shall exercise care in their performance and in the use of materials and equipment utilized for this project so as not to injure anyone or themselves or cause damage to any property, directly or indirectly. Contractor shall prevent any liability whatsoever to the HADC, officers, employees, residents or others against all losses, damages, expenses, and claims and/or demands made by anyone whomsoever resulting directly or indirectly from your performance of this contract. Any damage made to the surfaces, fixtures or appliances by the Contractor is to be reported immediately to HADC and remains the responsibility of the Contractor.

2.6 MATERIALS STORED

The HADC does not recommend that the Contractor store materials overnight on the premises. If so, it is the Contractor's responsibility and liability.

2.7 SAFETY PROVISIONS

Contractor shall observe all of the HADC's safety and traffic regulations and shall not place, store, nor park any vehicle or materials in the streets, corridors, or passageways that may interfere with operations simultaneously in progress and/or resident access.

Contractor shall build and maintain temporary enclosures, barricades, bracing and shoring as necessary to protect the public and all workmen from injury.

Contractor shall comply with all recommendations and requirements for accident prevention of Associated General Contractors of America and United States Standards Association Standard A10.2. Field superintendent of the Contractor shall conduct regular and frequent inspections of the site for compliance with safety regulations.

2.8 ADDITIONAL SERVICES

Steam cleaning of carpets in buildings will be a separate service, not part of the building cleaning. The property manager will determine if this is needed as each building becomes available. The Contractor will specify the different types of carpet cleaning offered and the price for each building in their bid price.

3.0 BID FORMAT:

3.1 Tabbed Bid Submittal: In order for the HADC to properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HADC has published herein or has issued by addendum.

Tab No.	Description
1	Form of Bid: This form is attached to this IFB document. This 1-page form must be fully completed, signed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
2	Form HUD-5369-B (11/92), Instruction to Offerors, Non-Construction: This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract: This 2-page form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
4	Form HUD-5370-C (10/2006), General Conditions for Non-Construction Contracts Section I and II (With or Without Maintenance Work)
5	Profile of Firm Form: This 2-page form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
6	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Work/Technical Specifications</i> , of this document, the Bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing the proposed services.
	The Bidder's demonstrated understanding of the HADC's requirements.
	The Bidder's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the Bidder's proposed Work Plan to provide the required services.
	The Bidder's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
	The Bidder's Demonstrated Experience in performing similar work and the Bidder's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially

	similar to that required by this solicitation.
	The proposed quality control program.
	A complete description of the products and services the firm provides.
7	Managerial Capacity/Financial Viability: The Bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Profile of Firm Form</i> . Such information shall include the Bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
8	Client Information: The Bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the Bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
	The client's name.
	The client's contact name.
	The client's telephone number.
	A brief description and scope of the service(s) and the dates the services were provided.
9	Equal Employment Opportunity: The Bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.
10	Subcontractor/Joint Venture Information: The Bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the Bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
11	Section 3 Business Preference Documentation: For any Bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
12	Mandatory Contract Clause for Small Purchase Other than Construction
13	Other Information: The Bidder may include all other required HADC and HUD documents: E-Verify documents

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 **Bid Submittal Binding Method:** It is preferable and recommended that the Bidder bind the bid submittals in such a manner that the HADC can,

if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

3.2 Additional Information pertaining to the Pricing Items (as noted following):

3.2.1 Quantities: All quantities entered by the HADC herein are for calculating purposes only.

3.2.2 HUD Maintenance Wage Rates Determination (MWRD): HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), the HADC must ensure that contractors do not pay its employees that perform such work for the HADC at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each Bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the rates provided by Davis-Bacon. Current Davis-Bacon wage rates may be viewed by following the steps below:

Step No.	Description
1	Enter www.gpo.gov/davisbacon/
2	Select Browse All Determinations By State
3	Select a State
4	Browse for County
5	Select construction type: Residential, Highway, Heavy or Building
6	View the wage rate applicable to the service

3.3 Bid Submission: All pricing must be entered where provided within the noted Internet System and all "hard copy" bids must be submitted and time-stamped received in the designated HADC office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

HOUSING AUTHORITY OF DEKALB COUNTY
Attention: ALICIA POPE
PROCUREMENT SPECIALIST
750 COMMERCE DRIVE, SUITE 201
DECATUR, GEORGIA 30030

The package exterior must clearly denote the above noted IFB number and must have the Bidder's name and return address. Bids received after the published deadline will not be considered.

3.3.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HADC by the Bidder, such may invalidate that bid. If, after accepting such a bid, the HADC decides that any such entry has not changed the intent of the bid that the HADC intended to receive, the HADC may accept the bid and the bid shall be considered by the HADC as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet site and downloading these documents, each prospective Bidder that does so is thereby agreeing to confirm all notices that the HADC delivers to him/her as instructed, and by submitting a bid, the Bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.3.2 Submission Responsibilities: 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 HADC, including the IFB document, the documents listed within the following Section 3.6, and any addenda and required attachments submitted by the Bidder. By virtue of completing, signing and submitting the completed documents, 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 Procurement Department to exclude any of the HADC requirements contained within the documents may cause that Bidder to not be considered for award.

3.4 Bidder's Responsibilities—Contact With the HADC: It is the responsibility of the Bidder to address all communication and correspondence pertaining to this IFB process to Alicia Pope, Procurement Specialist. Bidders must not make inquiry or communicate with any other HADC 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 HADC to not consider a bid submittal received from any Bidder who may has not abided by this directive.

3.4.1 Addendums: All questions and requests for information must be addressed in writing to Alicia Pope, Procurement Specialist. The Procurement Specialist 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 Procurement Specialist will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the HADC 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 Procurement Specialist—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 Procurement Specialist may not respond to the prospective Bidder's inquiries but will direct him/her to submit such inquiry in writing so that the Procurement Specialist may more fairly respond to all prospective bidders in writing by addendum.

3.5 Pre-bid Conference: The scheduled pre-bid conference is pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HADC will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the Procurement Specialist may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the HADC *will not* distribute at this conference any copies of the IFB documents.

3.6 Recap of Attachments: It is the responsibility of each Bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

Attachment	Attachment Description
A	Form of Bid
B-1	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
B-2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
C	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I and II (With or Without Maintenance Work)</i>
D	Profile of Firm Form
E	Section 3 Forms, including explanation
F	Mandatory Contract Clause for Small Purchase Other than Construction
G	Additional HADC Forms: E-Verify Forms
	*These forms have been included specifically for any work that may be deemed to be construction-related. Be aware that if the HADC does retain the successful Bidder to do non-construction-related work at any time during the ensuing contract period(s), there will be additional HUD-required forms to complete pertaining to such; and by submitting a bid the successful Bidder hereby agrees to complete and submit those forms as required. Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms herein, the HADC reserves the right to

	determine which such term or condition shall apply. By submitting a bid in response to this IFB, the Bidder thereby agrees to abide by these requirements.

4.0 BID EVALUATION:

4.1 Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the Procurement Specialist, including the company name of the Bidder and the total calculated costs proposed. At the bid opening the HADC will only disclose the following information: (a) The company name of each Bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest Bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the HADC will, at a later time, review all bids in detail and will, in a timely manner, notify all bidders of any Bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the HADC reserves the right to, as determined by the HADC, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.1.1 Ties: In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.2 Responsive Evaluation: After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HADC in a timely manner (in any case, in no less than 10 days after such determination is made).

4.2.1 Contractor's Responsiveness. To be considered responsive, a proposal must contain the required documentation and conform to the material requirements of the IFB. The HADC will examine the proposals to be sure that the Contractor did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. If a proposal does not conform to the solicitation, it will be rejected.

4.3 Responsible Evaluation: The HADC will evaluate the apparent lowest responsive Bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HADC the required services). If the HADC ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HADC may proceed with award. If the HADC determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HADC in a timely

manner (in any case, in no less than 5 days after such determination is made); in such case the HADC may proceed with the noted Responsive and Responsible evaluations with the next lowest Bidder.

4.3.1 Contractor's Responsibility. A proposal must first be considered responsive before it is examined for responsibility. A responsible Contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;
- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed LDP.

4.3.2 Acceptable Evidence of Responsibility. The HADC reserves the right to request additional information or require oral presentation in order to determine the Contractor's responsibility. Failure to provide adequate documentation within the specified time period will result in the Bidder to be determined non-responsive. Additional steps or information may include:

- Copy of financial statements, credit bureau reports, copy of lines of credit and/or account balances with the financial institutions or a breakdown of his/her costs.
- Copy of any business audits or reports.
- List of other contracts and contact information on past customers.
- List of all personnel and experience available to work on this contract.

4.4 Restrictions: Any and all persons having ownership interest in a Bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD:

5.1 Lowest Responsive and Responsible Bidder: Award of an IFB is made to the responsive and responsible Bidder that submits the lowest cost; in this case, the lowest calculated cost that is in the best interest of the Housing Authority.

5.2 Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.2.1 By completing, executing and submitting the Form of Bid, the Bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HADC, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form." The contract clauses already attached also apply. Accordingly, the HADC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HADC has no power or authority to negotiate any clauses contained within any attached HUD documents.

5.2.2 Depending on the amount of the award (typically for awards greater than \$100,000), it is possible that the HADC may take such contract award to the HADC Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful Bidder.

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

5.3.1 Contract Form: The HADC will not execute a contract on the successful Bidder's form--contracts will only be executed on the HADC contract form. However, the HADC will, during the IFB process (prior to the submittal deadline), consider any contract clauses that the Bidder wishes to include therein and submits in writing a request for the HADC to do so; but the failure of the HADC to include such clauses does not give the successful Bidder the right to refuse to execute the HADC's contract form. It is the responsibility of each prospective Bidder to notify the HADC, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HADC will consider and respond to such written correspondence, and if the prospective Bidder is not willing to abide by the HADC's response (decision), then that prospective Bidder shall be deemed ineligible to submit a bid.

5.3.1.1 Please note that the HADC 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.

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

5.3.3 Unauthorized Sub-Contracting Prohibited: The successful Bidder 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 Procurement Department. Any purported assignment of interest or delegation of duty, without the prior written consent of the Procurement Department shall be void and may result in the cancellation of the contract with the HADC, or may result in the full or partial forfeiture of funds paid to the successful Bidder as a result of the proposed contract; either as determined by the Procurement Department.

5.4.4 Contract Period: The HADC anticipates that it will initially award a contract for the period of 1 year with the option, at the HADC's discretion, of an additional one-year option periods.

5.3.5 Execution of Work: All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel.

The HADC may require the contractor to remove from the work such employees as the Authority deems incompetent, careless, insubordinate, or otherwise objectionable, or who continued employment on the work is deemed by the HADC to be contrary to the public interest.

5.3.6 The general contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in surrounding homes where work is being done

5.3.7 The office hours for all locations of the HADC are 8:00 am - 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by the HADC.

5.4 Licensing and Insurance Requirements: Prior to award (but not as a part of the bid submission) the *successful Bidder* will be required to provide:

5.4.1 An original certificate evidencing the Bidder's current industrial (worker's compensation) insurance carrier and coverage amount;

5.4.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (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 deductible of not greater than \$1,000;

5.4.3 An original certificate showing the Bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence,

general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;

5.4.4 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 \$50,000/\$100,000 and medical pay of \$5,000.

5.4.5 A copy of the Bidder's business license allowing that entity to provide such services within DeKalb County;

5.4.6 If applicable, a copy of the Bidder's license issued by the State of Georgia licensing authority allowing the Bidder to provide the services detailed herein.

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

5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (we will garner the necessary certificates from the successful Bidder prior to contract execution).

5.5 **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.

6.0 Right to Protest:

6.1 **Rights:** Any prospective or actual Bidder, Offeror, or Contractor who is allegedly aggrieved in connection with the solicitation of an IFB or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

6.1.1 An alleged aggrieved "protestant" is a prospective Bidder who feels that he/she has been treated inequitably by HADC and wishes HADC to correct the alleged inequitable condition or situation. To be eligible to file a protest with HADC pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective Bidder (i.e. recipient of the IFB documents) when the alleged

situation occurred. HADC has no obligation to consider a protest filed by any party that does not meet these criteria.

6.2 Procedure to Protest: An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve HADC from accepting or considering that protest:

6.2.1 The alleged aggrieved protestant must file, in writing, to the HADC Procurement Specialist the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically(not by inference) what action by HADC or condition is being protested as inequitable, making, where appropriate, specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HADC from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review.

6.2.2 Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of HADC's procurement policy. Any protest against an HADC solicitation must be received before the due date for receipt of bids and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered. All protests must be in writing and submitted to the Procurement Department. All appeals shall be marked as follows and sent to the address listed below:

{IFB No. HADC - 2012- 001}
Housing Authority of DeKalb County
Attn: Alicia Pope
Procurement Specialist
750 Commerce Drive, Suite 201
Decatur, Georgia 30030

7.0 Disputes under the contract:

7.1 Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this IFB or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

8.0 Additional Considerations:

8.1 Non-Escalation: Unless otherwise specified within the IFB documents, the prices reflected on the bid shall remain firm with no provision for price increases during the term of any resulting contract.

8.2 Required Permits and Licenses: Unless otherwise stated in the IFB documents, all federal, state or local permits and licenses which may be required to provide the services ensuing from any award of this IFB, whether or not they are known to either the HADC or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful Bidder and all offers submitted by the Bidder shall reflect all costs required by the successful Bidder to procure and provide such necessary permits or licenses.

8.3 Taxes: All persons doing business with HADC are hereby made aware that HADC is exempt from paying Georgia State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

8.4 Government Standards: It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

8.5 Work on HADC Property: If the successful Bidder's work under the contract involves operations by the successful Bidder on HADC premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, shall indemnify HADC, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful Bidder, its agents, employees, or subcontractors.

8.6 Estimated Quantities: Unless otherwise indicated, the quantities reflected within the IFB documents, to the best of HADC's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by HADC under the finalized contract; but, pursuant to all IFB documents, these quantities will be used only as calculation figures to determine the successful Bidder. HADC makes no guarantee as to the actual quantity that will be purchased under the Contract resulting from this IFB.

8.7 Section 3 - HUD Act of 1968, 24 CFR 135: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

8.7 Warranty: The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply. All services and goods provided pursuant to this IFB and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services, but in any event such goods and services shall be warranted for at least a period of two (2) years.

8.8 Official, Agent and Employees of the HADC Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HADC in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

8.9 Subcontractors: Unless otherwise stated within the IFB documents, the successful Bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the HADC Procurement Department.

8.10 Salaries and Expenses Related to the Successful Bidders Employees: Unless otherwise stated within the IFB documents, the successful Bidder shall pay all salaries and expenses of, and all federal, Social Security taxes, federal and state unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all federal, state and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

8.11 Independent Contractor: Unless otherwise stated within the IFB documents or the contract, the successful Bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

8.12 Severability: If any provision of this Agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case maybe), and the application thereof to other situations or circumstances shall not be affected thereby.

8.13 Waiver of Breach: A waiver of either party of any terms or conditions of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

8.14 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and HADC may pursue compensatory and/or liquidated damages under the contract.

8.15 Limitation of Liability: In no event shall HADC be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.

8.16 Indemnity: The Contractor shall indemnify and hold harmless HADC and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any personal injury or property damage received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HADC, CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HADC.**

8.17 Public/Contracting Statutes. HADC is a governmental entity as that term is defined in the procurement statutes. HADC and this IFB and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement.

8.18 Termination: Any contract resulting from this IFB may be terminated under the following conditions:

8.18.1 By mutual consent of both parties, and

8.18.2 For Termination For Cause: As detailed within HUD-5370 (11/2006), attached hereto:

8.18.2.1 HADC may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from HADC, fails to correct such failures within seven (7) days or such other period as HADC may authorize or require.

8.18.2.1.1 Upon receipt of a notice of termination issued from HADC, the Contractor shall immediately cease all activities under any contract resulting from this IFB, unless expressly directed otherwise by HADC in the notice of termination.

8.18.2.1.2 HADC may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

8.18.3 Termination for Convenience: In the sole discretion of the CO, HADC may terminate any and all contracts resulting from this IFB in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of HADC.

8.18.4 The rights and remedies of HADC provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

8.18.5 In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, HADC shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HADC any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

8.20 Examination and Retention of Contractor's Records: HADC, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, 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 audits, examinations, excerpts and transcriptions.

8.21 Invoicing

8.21.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her bid as accepted by HADC

8.21.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, date of service, and address of service location or delivery address.

8.21.3 Contractor(s) must submit a separate invoice for each purchase order issued by HADC.

8.21.4 Payment shall be made by HADC Finance Department within 30 days of the receipt of a properly submitted invoice and HADC acceptance of Contractor's work. One (1) original invoice with supporting documentation shall be promptly submitted, to:

Housing Authority of DeKalb County
Finance Department
750 Commerce Drive
Decatur, Georgia 30030

8.21.5 If offered by Contractor, HADC seeks a discount for early payment. HADC shall only take such a discount if earned.

8.21.6 All invoices shall be submitted to HADC within 30 days of receipt of goods or services. HADC reserves the right to deny payment if not invoiced within this time frame.

8.22 Inter-local Participation

8.22.1 HADC may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance purchasing power. At HADC's sole discretion and option, HADC may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

8.22.2 In no event shall HADC be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, HADC shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

8.22.3 HADC shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HADC.

8.23 Right to data and Patent Rights: HADC 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 any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

8.24 Lobbying Certification: By proposing to do business with HADC or by doing business with HADC, each Bidder certifies the following:

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

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

8.24.3 The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

8.24.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

8.25 Executive Order 11246: For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

8.26 Copeland "Anti-Kickback" Act: For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

8.27 Davis-Bacon Act: For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

8.28 Fair Labor Standards Act: Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq.).

8.29 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

8.30 Clean Act Air: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) and any amendments.

8.31 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 STAT. 871) and any amendments.

8.32 Executive Order 11061: Both parties agree that they will comply with this order, which directs the Secretary of HUD to take all action, which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

8.33 Public Law 88-352, Title VI of the Civil Rights Act of 1964, and its amendments: Both parties agree that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. HADC hereby extends this requirement to the Contractor and its subcontractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. Seq.).

8.34 Public Law 90-284, Title VIII of the Civil Rights Act of 1968 and its amendments (Fair Housing Act): Both parties agree to comply and prohibit any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. As a result, HADC requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

8.35 Age Discrimination Act of 1975 and its amendments: HADC requires the Contractor to prohibit discrimination on the basis of age.

8.36 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.) and its amendments: HADC requires Contractors to comply with this law.

8.37 HUD Information Bulletin 909-23: Contractors shall comply with the following laws and regulations:

8.37.1 Notice of Assistance Regarding Patent and Copyright Infringement

8.37.2 Clean Air and Water Certification

8.37.3 Energy Policy and Conservation Act

8.38 Copy Rights/Rights in Data HADC has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the Contract specifically:

8.38.1 Except as provided elsewhere in this clause, HADC shall have unlimited rights in data first produced in the performance of this Contract; form, fit, and function data delivered under this Contract; data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.

8.38.2 Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this contract; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this contract; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this contract; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.

8.38.3 For data first produced in the performance of this Contract, the

contractor may establish, without prior approval of the CA, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants HADC and others acting on its behalf a paid up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of HADC.

8.38.4 The Contractor shall not, without the prior written permission of the Procurement Department, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants HADC a license of the same scope as identified in the preceding paragraph.

8.38.5 HADC agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract are improperly marked, HADC may either at its discretion return the data to the Contractor or cancel or ignore the markings.

8.38.6 The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.

8.38.7 Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such contract has been proposed prior to the award of this Contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees that HADC shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of any resulting contract, including any commercial lease or licensing contract shall be subject to the following procedures.

8.38.7.1 The restricted computer software delivered under a resulting contract may not be used, reproduced, or disclosed by HADC except as provided below or as expressly stated otherwise in a resulting contract. The restricted computer software may be used accordingly:

8.38.7.1.1. Used or copied for use in or with the computers for which it was acquired, including use at any HADC location to which such computer may be transferred;

8.38.7.1.2 Used or copied for use in or with backup computer if any computer for

which it was acquired is inoperative;

8.38.7.1.3 Reproduced for safekeeping (archives) or backup purposes;

8.38.7.1.4 Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in a resulting contract; and

8.38.7.1.5 Used or copied for use in or transferred to a replacement computer.

8.39 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this IFB or any contract, shall be deemed to have been inserted herein, and this IFB and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

8.40 Conflicting Conditions: In the even there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

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

8.42 Contract Form: HADC will not execute a contract on the successful Bidder's form. By submitting a bid, the successful Bidder agrees to this condition. However, HADC will consider any contract clauses that the Bidder wishes to include therein, but the failure of HADC to include such clauses does not give the successful Bidder the right to refuse to execute HADC's contract form. It is the responsibility of each prospective Bidder to notify HADC, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. HADC will consider such clauses and determine

whether or not to amend the Contract.

8.43 Liquidated Damages: For each day that performance under a resulting contract from this IFB is delayed beyond the time specified for completion, the successful Bidder shall be liable for liquidated damages in the amount of \$25.00 per day per property that completion is delayed. However, the timeframe for performance may be adjusted at HADCs discretion in writing and received by the successful Bidder prior to default under any resulting contract.

8.43.1 Force majeure: Neither HADC nor the Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, HADC or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

8.44 Immigration Reform: By submitting a bid Contractor certifies compliance with the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986 who will perform any labor or services under any resulting contract.

8.45 Most Favored Customer: The Contractor agrees that if during the term of any resulting contract, the Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting Contract will at HADC's option, be amended to accord equivalent advantage to HADC.

8.46 Lapse in Insurance Coverage: In the event Contractor fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor's expense, and pay HADC in full for all costs and expenses incurred by HADC under this Contract as a result of Contractor's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to HADC's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover, HADC shall retain from monies or payments owed to Contractor by HADC five percent (5%) of the value of the Contract and place this retainage into an account to cover HADC's potential exposure to liability during the period of such lapse. This retainage shall be held by HADC until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against HADC for any matter that should have been covered by the required insurance.

Attachments

Attachment	Attachment Description
A	Form of Bid
B-1	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
B-2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
C	Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I and II (With or Without Maintenance Work)</i>
D	Profile of Firm Form
E	Section 3 Forms, including explanation
F	Mandatory Contract Clause for Small Purchase Other than Construction
G	Additional HADC forms: E-Verify Forms
	*These forms have been included specifically for any work that may be deemed to be construction-related. Be aware that if the HADC does retain the successful Bidder to do non-construction-related work at any time during the ensuing contract period(s), there will be additional HUD-required forms to complete pertaining to such; and by submitting a bid the successful Bidder hereby agrees to complete and submit those forms as required. Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms herein, the HADC reserves the right to determine which such term or condition shall apply. By submitting a bid in response to this IFB, the Bidder thereby agrees to abide by these requirements.



CLEANING SERVICES AT SPRING CHASE I BIDFORM

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

General Cleaning of Hallways and Stairwells in all buildings in Spring Chase I Apartments:

Monthly Base Bid \$ _____ x 12 = Yearly Base Bid \$ _____
(break-down of costs = \$ _____ per building)

The above Total Base Bid is all inclusive of the total contract price to the HADC including all costs of equipment, materials, labor, sales tax, delivery charges, permits, fees, insurance, operating costs, overhead and profit.

Additional Pricing for Professional Cleaning of Carpets:

- Steam cleaning \$ _____ Per Hallway
- Chemical dry cleaning \$ _____ Per Hallway
- Other (specify type of cleaning): _____ \$ _____ Per Hallway
- Other (specify type of cleaning): _____ \$ _____ Per Hallway

ATTEST:

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

In submitting this bid, it is understood that the right is reserved by the HADC to reject any and all bids. If written notice of the acceptance of this bid is mailed, emailed or delivered to the undersigned within sixty (60) days after the Bid Opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required Insurance Certificate(s) and compliance documents within ten (10) days after notification of award.

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

Date: _____
Company Name

Signed By: _____ Title: _____
Bidder's Name

Cell phone Number Office Number Fax Number

Instructions to Offerors Non-Construction

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



- 03291 -

HOUSING AUTHORITY OF THE COUNTY OF DEKALB

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.

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

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

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated 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.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

TO: HOUSING AUTHORITY OF THE COUNTY OF DEKALB

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/offers 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:

TO BE SUBMITTED WITH BID PROPOSAL

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. 11/30/2008)

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

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

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

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

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

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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.

General Conditions for Non-Construction Contracts

Section II – (With 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. 11/30/2008)

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

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

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

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Profile of Firm

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

(1) Prime ___ Joint Venture/Partner ___ 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 [Location]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3)

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. 3 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

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

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

SWMBE Certification Number: _____

Certified by (Agency): _____

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

PROFILE OF FIRM FORM continued (Attachment C)

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)
(Initial after each of the following where designated)

(8) Federal Tax ID No.: _____

(9) City of Decatur Business License No.: _____

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

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

(12) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of DeKalb or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.

(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 Texas, or any local government agency within or without the State of Georgia? Yes No Initials _____
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 HADC? Yes No Initials _____
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said Offerer has not colluded, conspired, connived or agreed, directly or indirectly, with any Offerer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other Offerer, to fix overhead, profit or cost element of said proposal price, or that of any other Offerer or to secure any advantage against the HADC or any person interested in the proposed contract; and that all statements in said proposal are true. Initials _____

(17) Verification Statement: The undersigned Offerer 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 HADC discovers that any information entered herein is false, that shall entitle the HADC to not consider nor make award or to cancel any award with the undersigned party.

Initials _____

(18) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act. Initials _____

Section 3 Business Preference Explanation

1.0 Introduction: The purpose of this document is to, in simplified terms, explain to bidders/proposers major issues pertaining to the Section 3 Business Preference program required by the HA's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

2.0 What is Section 3?

2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including DeKalb County, GA. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the DeKalb County Housing Authority (HADC), preference must be given to low- and very low-income persons residing in DeKalb County, GA (Section 3 resident), or Section 3 business concerns.

2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the HA completes for work--the requirements of Section 3 DO NOT apply to purchases or contracts the HA completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."

2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

3.0 What does the term "Section 3 resident" mean?

3.1 A "Section 3 resident" is:

3.1.1 a public housing resident of the HA; or

3.1.2 a low- or very low-income resident of DeKalb County, GA.

3.1.2.1 Low- and very low-income within DeKalb County, GA, are defined as residents within the following income levels for FY 2011 (Median Income = \$68,300):

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$23,950	\$27,350	\$30,750	\$34,150	\$36,900	\$39,650	\$42,350	\$45,100
Extremely Low (30%)	\$14,350	\$16,400	\$18,450	\$20,500	\$22,150	\$23,800	\$25,450	\$27,100
Low (80%)	\$38,300	\$43,750	\$49,200	\$54,650	\$59,050	\$63,400	\$67,800	\$72,150

Section 3 Business Preference Explanation

- 4.0 What does the term "Section 3 business concern" mean?
- 4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:
- 4.1.1 It is 51% or more owned by a Section 3 resident; or
 - 4.1.2 At least 30% of its full time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or
 - 4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.
- 5.0 Is participation in Section 3 optional?
- 5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the HA will offer all bidders and proposers the option of a Preference.
- 5.2 In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the HA with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim a Preference, then the HA will consider, investigate, and determine the validity of each such claim for a Preference.
- 5.3 Regardless of whether or not a bidder or proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.
- 6.0 Must a contractor receiving an award from the HA take part in the Section 3 program?
- 6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extend feasible," take part in the program.
- 6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process.
 - 6.1.1.1 Pertaining to Quotations for Small Purchases (QSP's), the HA will give a Preference of 10% to any quoter deemed to be eligible to receive such Preference ("deemed," based on

Section 3 Business Preference Explanation

information the quoter submits in response to the QSP issued). This means that for a quoter deemed eligible to receive a Preference, though he/she, for example, submits a quote of \$10,000, such quote will be considered by the HA to be \$9,000 (10% less), even though, if awarded, the HA will pay the quoter the full \$10,000 originally quoted.

6.1.1.2 Pertaining to Invitations For Bids (IFB's), the HA will give a Preference based upon the following:

Preference = lesser of:	
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1 1/2% of lowest responsive bid, with no dollar limit

6.1.1.3 Pertaining to Request For Proposals (RFP's) and Request For Qualifications (RFP/QBS), the HA will give a Preference based upon the following:

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the

Section 3 Business Preference Explanation

		date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Preference Points (Additional)

- 6.1.2 It is possible that a contractor may demonstrate, to the HA's satisfaction, that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the HA or that contractor may be deemed not responsible by the HA and the contract may be, at the HA's discretion, not awarded or terminated.

Section 3 Business Preference Explanation

- 7.0 Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the HA executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to

Section 3 Business Preference Explanation

those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



THE SECTION 3 CLAUSE

[24 CFR 135]

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

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

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

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

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

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

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

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

Contractor:

Sign your name & date

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

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.


(b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

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Understanding the Georgia E-Verify Requirements and How it Impacts My Business

Presented by:

Jessica T. Cook, Esq.

Phone: (404) 231-1400

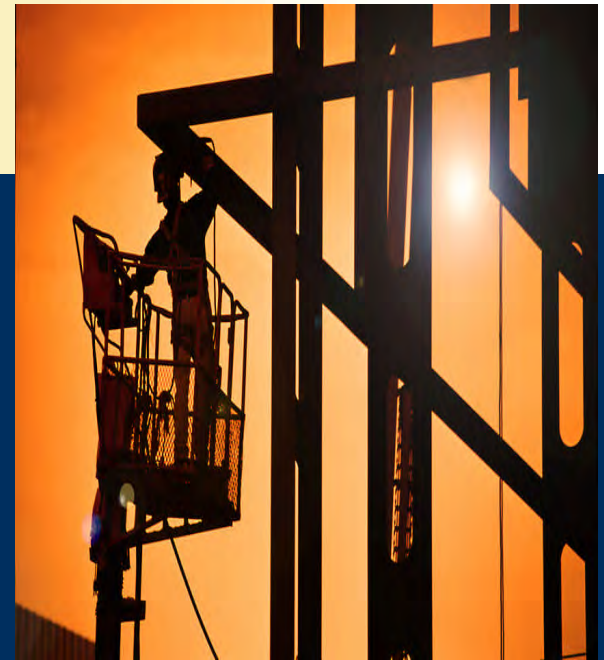
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Overview

- Requirements for Government and Public Contractors
- E-Verify for Georgia Employers
- I-9 Forms/E-Verify Pointers



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Important Dates



- HB 87 Passed April 14, 2011.
- Governor signed law on May 13, 2011.
- Effective Date: July 1, 2011.

- Private Employer E-Verify effective:
 - Jan. 1, 2012 – 500 or more employees;
 - July 1, 2012 – 100 to 499 employees;
 - July 1, 2013 – 11 to 99 employees.

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Public Employer Contracts

- Public Employers:
 - Cannot enter into contract for physical performance of services unless contractor uses E-Verify.
 - Bid must include contractor's signed, notarized affidavit stating:
 - Uses E-Verify;
 - E-Verify ID # & authorization date;
 - Will obtain affidavit from subcontractors.



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Public Employer Contracts - Subcontractors



- Subcontractors must:
 - Use E-Verify;
 - Submit signed, notarized affidavit to contractor at time of contract;
 - Provide contractor with affidavits/documents from any sub-subcontractor(s) within 5 business days of receipt.

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In Lieu of Affidavit

- Contractor, subcontractor, sub-subcontractor with no employees or will not hire employees to fulfill terms of contract, must provide:
 - Copy of state issued driver's license or ID card;
 - Driver's license or ID card must be issued by US state verifying lawful immigration status prior to issuance of document.



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In Lieu of Affidavit - Requirements

- Contractor is required to submit all documents received from subcontractor and sub-subcontractor to public employer within five days of receipt.
- Documents may be transmitted electronically.



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Compliance Reports

- Each year by December 31, public employer must submit compliance report to state auditor containing:
 - Public Employer's E-Verify user # and authorization date;
 - Contractor's legal name, address , E-Verify number and date of contract.
- State auditor will conduct annual compliance audits & publish results on department's website.
- 30 days to correct any violations.



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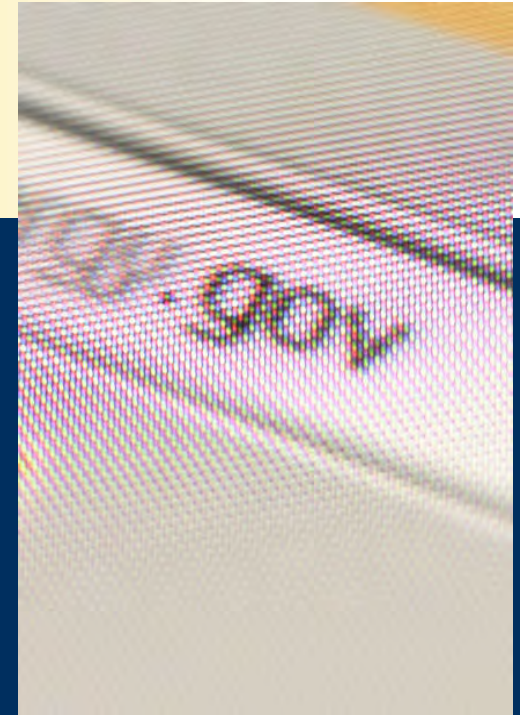
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Enforcement

- Subject to funding, Commissioner required to conduct 100+ random audits per year of public employers and contractors.
- Commissioner also may conduct an audit based upon reasonable grounds to suspect a violation.
- Violators listed on State website – identity, nature of contract, date of conviction.



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Penalties

- Contractors or subcontractors convicted for false statements - prohibited from bidding on or entering public contract for 12 months.
- No liability for unknowing or unintentional acceptance of a bid in violation of this section.
- Presumption of good faith in receiving and acting upon an affidavit that meets requirements – may rely on as true and correct.



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Additional Penalties

- Any person knowingly or willfully making false statements in an affidavit guilty of crime against public administration.
- Punishment – fine of not more than \$1000 and/or imprisonment for not less than one year and not more than 5 years.



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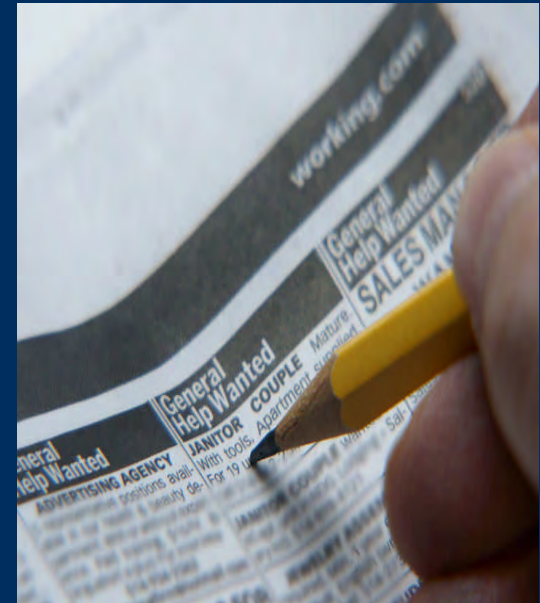
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E-Verify for Private Employers

- Georgia employers with more than ten employees must enroll in and use E-Verify as of the following dates:
 - 500 or more employees - 1/1/2012;
 - 100-499 employees - 7/1/2012;
 - 11-99 employees - 7/1/2013.
- Good faith violation may be corrected within 30 days.



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Determining Number of Employees for E-Verify Requirement

- Employee is person:
 - Employed on Jan. 1;
 - Working no less than 35 hours per week;
 - Who works under the direction and supervision of an employer;
 - To whom you issue W-2 or for whom you withhold FICA, or federal or state income tax from compensation.



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Enforcement of E-Verify Requirements

- Must prove E-Verify use or exemption to obtain/renew business license, occupational tax certificate, document to operate business - use standardized affidavit.
- Misdemeanor to provide false or misleading evidence in affidavit.
- Attorney General will be authorized to conduct an investigation and bring criminal or civil actions, as necessary, to enforce this provision.



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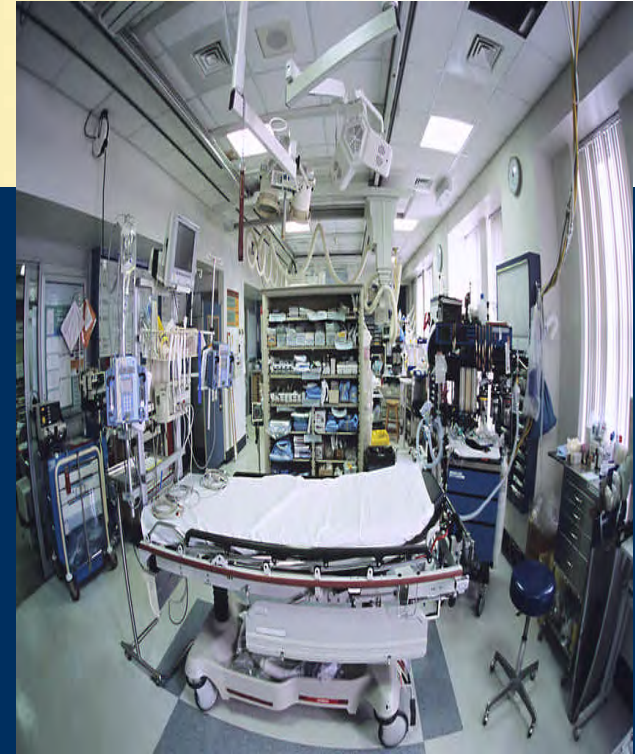
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Public Benefits

- Any agency or political subdivision providing or administering a public benefit must obtain at least one “secure and verifiable” document from every applicant for the benefit and execute sworn affidavit stating applicant is 18 yrs or older and is:
 - A US citizen or permanent resident; or
 - A qualified alien or nonimmigrant under the INA and lawfully present in the US and provide alien number .



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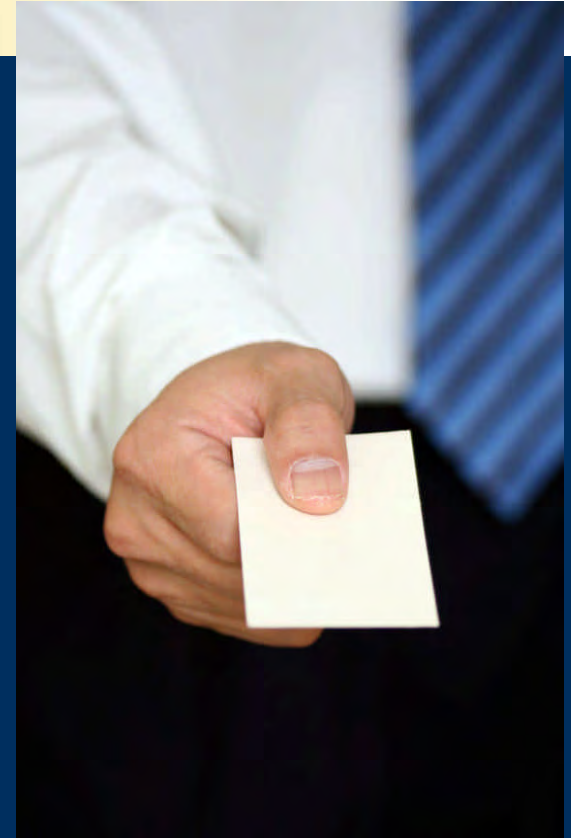
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Secure and Verifiable Identity Document

- Document issued by a state or federal jurisdiction or recognized by the US government.
- Excludes foreign consular documents.
- Document approved and posted by Attorney General.
- On or after Jan. 1, 2012 – only accept secure and verifiable document for official purpose.



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Immigration Enforcement Review Board

- 7 members appointed by Governor, Speaker of House & Lt. Governor.
- Authority to review/investigate complaints against public agency or employee.
- Sanctions for knowing/willful violation:
 - revocation of qualified local government status, loss of state appropriated funds, and fine between \$1000 to \$5000.



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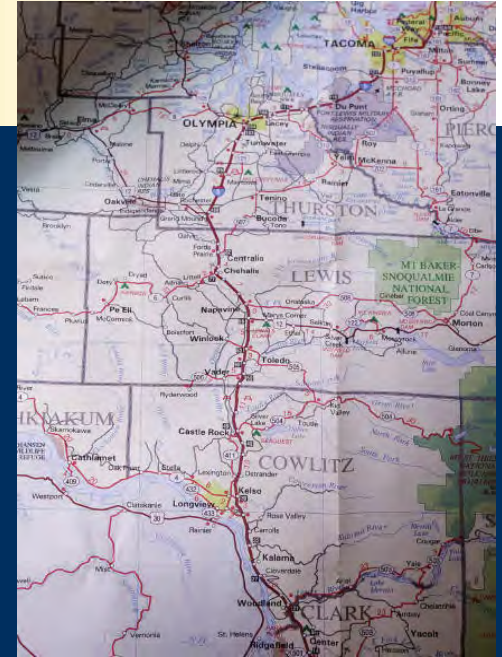
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County/Municipal Corporation Requirements

- Beginning Dec. 31, 2012, and each year after, any county or municipal corporation issuing documents to operate a business must provide compliance report to Department of Audits and Accounts (DAA):
 - Identifying each license or certificate issued within preceding 12 months; and
 - Name of person/business & E-Verify #.
- DAA to audit 20% of reporting agencies, subject to funding.



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Public Officers and Employees - Penalties

- Any agency head, public official or employee who violates the SAVE, E-Verify, or other requirements for public employers and for state contracts shall:
 - be fined up to \$10,000,
 - pay restitution to the state or local government; and
 - be removed from office.



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Legal Challenge - Status

- Lawsuit filed in Federal Court on June 2 seeking declaratory and injunctive relief.
- Judge Thrash heard arguments from both sides on June 20.
- Judge issued preliminary injunction on June 27, 2011.
- Injunction blocks implementation of criminal provisions.



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E-VERIFY - Rules

- Cannot use to re-verify employment authorization of current/existing employees (unless Federal Contract)
- Must allow employees to contest a mismatch (Tentative Nonconfirmation) and take no adverse action against employee while case is being resolved
- Cannot use to discriminate



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Implementation – Notifying Prospective Employees

This Employer Participates in E-Verify



The employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

Employees may not use E-Verify to present job applicants or to reverify current employees and may not limit or influence the choice of documents presented for use on the Form I-9.

Employment Verification  **Done.**

For more information on E-Verify, please contact DHS at:
1-888-464-4218


 

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- Participating employers are required to post the English and Spanish notice provided by DHS

Implementation – Notifying Prospective Employees

**IF YOU HAVE THE RIGHT TO WORK,
Don't let anyone take it away.**



If you have a legal right to work in the United States, there are laws to protect you against discrimination in the workplace.

You should know that –
No employer can deny you a job or fire you because of your national origin or citizenship status.

In most cases employers cannot require you to be a U.S. citizen or permanent resident or refuse any legally acceptable documents.


If any of these things have happened to you, you may have a valid charge of discrimination that can be filed with the OSC. Contact the OSC for assistance in your own language.

Call 1-800-255-7688. TDD for the hearing impaired is 1-800-237-2515.

In the Washington, D.C., area, please call 202-616-5594. TDD 202-616-5525

Or write to:
The Office of Special Counsel
Civil Rights Division
U.S. Department of Justice
P.O. Box 27725,
Washington, DC 20038-7728

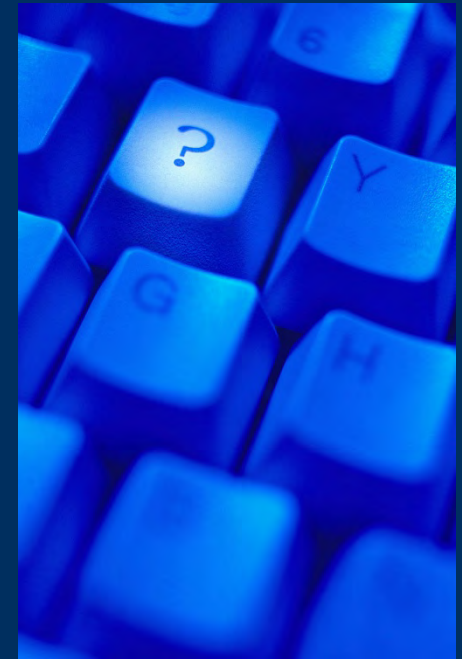
U.S. Department of Justice
Civil Rights Division
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices



- Participating employers are also required to post the Right to Work Poster

Submitting E-Verify Query

- With electronic I-9 system, information from Sections 1 and 2 of I-9 Form automatically submitted to E-Verify system
- Information submitted includes: citizenship status checked, employee's name, Social Security number, date of birth, hire date and document expiration dates



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Photo Match

- Occurs when you create a case for an employee who presents one of following for I-9 Form:
 - U.S. Passport or Passport Card
 - Permanent Resident Card (I-551)
 - Employment Authorization Document (I-766)
- Must make a copy of the Employee's I-9 form photo document and retain with I-9 form



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Photo Match – Follow-Up

- Compare photo displayed by E-Verify to photo on the actual document or a copy
- Reasonably identical?
- Do not compare photo displayed by E-Verify to the employee directly
- Take into account minor variations in shading/detail



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Initial Cases Results

- **Employment Authorized – Employment eligibility verified – information matches SSA and/or DHS records**
- **SSA Tentative Nonconfirmation (SSA TNC) – Social Security information could not be verified**
- **DHS Tentative Nonconfirmation (DHS TNC) – Information matches SSA records but not DHS records**
- **DHS Verification In Process – case referred to DHS**



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Tentative Nonconfirmation (TNC)

- Promptly notify employee of TNC – discuss in private setting
- Print Notice to Employee of TNC
- Employee may contest or not contest case result - checks box on Notice
- Contest : Initiate referral to SSA/DHS
- Not Contest – acknowledges employer may terminate employment
- Employee and HR sign original Notice – keep original & give employee copy



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Referral to SSA or DHS

- Employee Contests - initiate referral
- Print referral - review information, sign and provide copy to employee
- Employee has 8 federal government workdays to visit SSA or contact DHS
- May not terminate, suspend, delay training or take any other adverse action against employee while case is pending with SSA or DHS



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Final Case Resolution

- Employment Authorized
- SSA or DHS Final Nonconfirmation
 - E-Verify cannot verify information
 - Close case
 - May terminate employee
- DHS No Show
 - Employee did not contact DHS
 - Considered Final Nonconfirmation
- Error: Close Case and Resubmit
 - Expiration date on document incorrect
 - Submit new query for employee



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SSA or DHS Final Nonconfirmation

- E-Verify cannot verify an employee's employment eligibility after employee visited SSA or contacted DHS
- Once you receive Final Nonconfirmation message, close case
- May terminate employee with no liability



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Close Case



- All cases created must be closed
- Respond to question “Is the employee currently employed with this company?”
 - Yes – continue employment
 - No – terminate employment
- Select a closure statement:
 - Examples:
 - The employee continues to work for the employer after receiving a Final Nonconfirmation result;
 - The employee was terminated by the employer for receiving a Final Nonconfirmation result;
 - The employee voluntarily quit working for the employer.

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Work Authorization Documents Expiring

- Just notification that employee's Employment Authorization Document (I-766) or an I-94 Card document is expiring
- Only a reminder to re-verify/update Form I-9
- Do not re-E-Verify!
- Alert only appears first time the document expires



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E-VERIFY – PROS & CONS

- Most Accurate Check of Employment Authorized Status.
- Reduced Fines During ICE I-9 Audit?
- Garbage In – Garbage Out.
- Does not catch identity fraud.



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Current Version of I-9 Form

- Must use new form starting April 3, 2009. Both 2/2/09 and 8/7/09 versions acceptable.
- Employers who do not use the new form may be subject to civil money penalties.
- The new form must be used for new hires and employees who need re-verification/updating.
- I-9 Form can be downloaded at www.uscis.gov.



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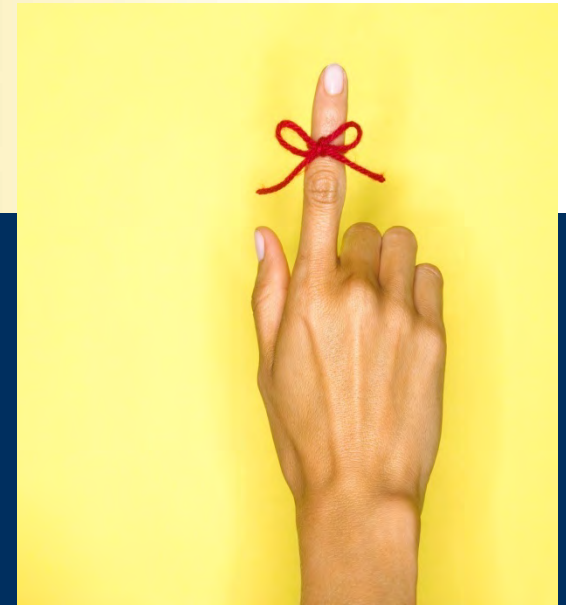
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Things to Remember

- DO NOT reverify expired U.S. passports or passport cards, Permanent Resident Cards, or List B Identity documents.
- As of April 3, 2009, expired documents may not be accepted (with some exceptions).
- Social Security card marked “Not Valid for Employment” or “Only Valid with DHS Authorization” is not acceptable List C document.



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I-9 Basic Requirements

All employees hired after Nov. 6, 1986 must have a current I-9 form on file.

- Section 1 - completed by employee prior to starting work.
- Section 2 - completed by employer by end of third business day after employee starts work.
- Terminated Employees – Retention Requirements.



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Monetary Penalties



- I-9 substantive/uncorrected technical violations (e.g., missing I-9) range from \$110 to \$1,100 per violation.
- Knowing hire/continuing to employ violations range from:
 - \$375-\$3,200 (1st violation)
 - \$3,200-\$6,500 (2nd violation)
 - \$4,300-\$16,000 (Subsequent)

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I-9 Electronic Storage

- Replace paper I-9 forms by creating and storing I-9s electronically
- DHS allows electronic I-9 storage.
- For new hires and current employees
- Some electronic I-9 products allow for E-Verify synchronization and automatic expiring documents notification.



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Thank You

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