



HOUSING AUTHORITY

of the City of Beaumont, Texas

INVITATION FOR BIDS **IFB NO. 2023-12**

The Housing Authority of City of Beaumont (HACB) hereby solicits bids offering to provide carpet replacement and installation according to scope of work included in bid package.

Any prospective bidder desiring any explanation or interpretation of the solicitation must request it at least seven (7) calendar days before the scheduled time for the bid opening. The request must be addressed to Rashad Bowman, Purchasing Officer, 1890 Laurel, Beaumont, Texas 77701. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation.

The bids must be enclosed in a sealed envelope and labeled as follows:

BID OFFERING TO PROVIDE AND INSTALL CARPET

Vendor Name

INVITATION FOR BIDS NO. 2023-12

DATE AND TIME THE BID IS DUE:

November 8, 2023 at 4:00 P.M. (local time)

ALL BIDS MUST BE ADDRESSED TO:

RASHAD BOWMAN
PROCUREMENT OFFICER
HOUSING AUTHORITY OF THE CITY OF BEAUMONT
1890 LAUREL
BEAUMONT, TEXAS 77701

The bids must reach the HACB no later than **4:00 p.m. (local time) on November 8, 2023**. Bids received after the deadline will be rejected.

All bids received prior to the deadline shall be opened publicly and read aloud in the Boardroom of the HACB at **4:01 p.m.(local time) on November 8, 2023**. NO COMMITMENT WILL BE MADE TO ANY BIDDER AT THE BID OPENING.

The bids received prior to the deadline will be evaluated according to the evaluation criteria outlined in the HACB Procurement Policy and in this IFB. The contract will be awarded to the overall lowest, responsive and responsible bidder who meets the requirements of this Invitation for Bids.

Bids may not be withdrawn for a period of ninety (60) days after the opening of bids without the consent of the Owner.

The HACB reserves the right to waive any informality and to reject all bids.

10/4/2023

Date



Allison Landrum
Chief Executive Officer
Housing Authority of the City of Beaumont

CONTENTS

	PAGE
1.0 Profile of the Housing Authority of the City of Beaumont	5
2.0 Specifications and Scope of Work	5
3.0 General Requirements	5
4.0 Trade Names, Catalogue References, Stock or Part Numbers Etc.	7
5.0 Correspondence	7
6.0 Evaluation Criteria	7
7.0 Subcontract	8
8.0 Permits, Certificates and Licenses	8
9.0 Availability of Records	8
10.0 Standards of Conduct	8
11.0 Removal of Employees	8
12.0 Supervision	9
13.0 Cancellation	9
14.0 Compensation	9
15.0 Contract Term	9
16.0 Availability of Funds	9
17.0 Conflict of Interest	9
18.0 Insurance	10
19.0 M/WBE Participation	10
20.0 Using Best Efforts to Fulfill M/WBE Requirements	10
21.0 Pertinent Federal Regulations with Regard to Nondiscrimination and Equal Opportunity	11
22.0 Bid Form	12

ATTACHMENTS

Attachment A: Bidder's and/or Bidders Information, Fact Sheet and
Questionnaire (IFSQ)

Attachment B: M/WBE Participation

Representations, Certifications, and Other Statements of Bidders
Form HUD-5369-A

Instructions to Offerors Non-Construction
Form HUD-5369-B

General Conditions for Non-Construction Contracts
Form HUD-5370-C

1.0 PROFILE OF THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT

The HACB is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government, and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). The HACB is a Public Housing Agency.

The property of the HACB is used for essential public and governmental purposes. The HACB and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The HACB enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The HACB maintains contractual arrangements with the U.S. Department of Housing & Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. The HACB programs are federally funded along with low rent public housing funds, development grants and rental income.

2.0 SCOPE OF WORK See Attachment

3.0 GENERAL REQUIREMENTS

3.1 References

The bidder shall submit three (3) business references with contact person and telephone number. References shall be of owners of properties for work similar in size, type and scope as described herein.

3.2 Qualifications

The selected bidder(s) must have experience in carpet installation for commercial and apartment properties.

3.3 Bidder Identification

Bidder's staff must wear identification badges or uniforms while performing services.

3.4 Security Clearance

Development security procedures will be observed.

3.5 Safety

The Bidder shall be completely familiar with, and shall enforce all City of Beaumont, State of Texas and Federal OSHA regulations and requirements as applicable for services performed under this Contract.

The Bidder shall be responsible for the proper operation and maintenance of all safety equipment associated with the carpet services.

The bidder shall observe all safety precautions so as not to damage or endanger tenants, employees, property or the public in general.

3.6 The bids submitted must remain open for a period of 60 days from the date of the opening of bids.

3.7 All prices shall be at a firm fixed price and are not subject to adjustment based on costs incurred.

3.8 All blanks in the bid package must be completed and the bid must be signed by the authorized representative.

- 3.9 Bids must be made in the form provided in the bid package.
- 3.10 The bidder shall only take directions from the HACB Contract Administrator. If the bidder's actions cause an unapproved increase in the contract price, the bidder will be solely responsible for such an increase.
- 3.11 The HACB will only make payments to the bidder after completion and acceptance of all or any of the work by authorized HACB staff or agent thereof. All payments will be made (30) days after the receipt of an invoice.

4.0 TRADE NAMES, CATALOGUE REFERENCES, STOCK OR PART NUMBERS, ETC.

Wherever in the specifications any materials or processes are indicated or specified by a patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words "or equivalent", if not so stated in the specifications herein.

The burden of proof shall rest with the bidder, during a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.

The HACB shall be the sole judge as to whether item(s) bid is equivalent to those specified.

5.0 CORRESPONDENCE

- 5.1 Requests for additional information related to this IFB shall be made in writing and directed to the HACB Purchasing Officer and must be requested at least seven (7) calendar days before the scheduled IFB due date. This will allow issuance of any necessary amendment to the IFB.
- 5.2 Any interpretation affecting all bidders made prior to the bid due date will be issued in the form of an amendment. This amendment will be posted on the BHA web site (www.bmtha.org) for easy access by all interested parties. The HACB will not be bound by or responsible for any other explanations or interpretations of this IFB package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the HACB or HACB representatives.

6.0 EVALUATION CRITERIA

The HACB will evaluate bids in response to this solicitation without discussion and will award the contract to the lowest most responsive and responsible bidder whose bid conforms to the solicitation and will be the most advantageous to the HACB, considering only the price and price related factors specified in the solicitation. The HACB reserves the right to reject all bids.

The responsibility of the bidder will be determined by considering such matters as the bidder's integrity, compliance with public policy, record of past performance, financial and technical resources and the ability to perform successfully and timely.

Responsiveness will be determined if the bidder's bid meets the requirements of this Invitation for Bids.

NON-PERFORMANCE: SUBSTANDARD SERVICE OR QUALITY WILL BE GROUNDS FOR TERMINATION OF THE CONTRACT.

7.0 SUBCONTRACT

Bidder shall not have the right to subcontract in whole or in part the service called for by this specification, unless approved in writing by HACB.

8.0 PERMITS, CERTIFICATES, AND LICENSES

The bidder shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

9.0 AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the HACB, the City of Beaumont, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office, which shall relate to the performance of the services to be provided.

10.0 STANDARDS OF CONDUCT

The successful bidder shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

11.0 REMOVAL OF EMPLOYEES

The HACB may request the successful firm(s) to immediately remove from assignment to the HACB contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by records or action or fighting.
- Theft, vandalism, immoral conduct or any other criminal activity.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the HACB.

12.0 SUPERVISION

The successful bidder shall always provide adequate competent supervision during the performance of the contract. A qualified Project Manager shall be designated in writing to the HACB prior to executing the contract. The Project Manager or his designee must be readily available to meet with the HACB personnel. The successful bidder shall provide the telephone number(s) where its representative can be reached.

13.0 CANCELLATION

Irrespective of any default hereunder, the HACB may at anytime at its discretion cancel the contract in whole or in part, with a 30-day written notice to the other party and in such event the firms shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

14.0 COMPENSATION

The successful bidder must have the financial resources to complete the scope of work and services. Invoice payments shall be made monthly.

15.0 CONTRACT TERM

The HACB intends to execute a contract with the selected Bidder for a period of two (2) years contingent on availability of funds and satisfaction of service provided by the bidder. The HACB, at its discretion, has the option to extend the contract for three (3) additional periods of twelve (12) months each.

16.0 AVAILABILITY OF FUNDS

In the event that funds necessary to finance this Contract become unavailable, HACB may cancel the contract by giving seven (7) day notice in writing and the contract will thereafter be null and void. HACB shall be the final authority to determine whether funds are not available.

17.0 CONFLICT OF INTEREST

No employee, officer or agent of the HACB shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, is involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- his/her business or professional partner; or
- an organization which employs, negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

18.0 INSURANCE

Bidder shall furnish HACB with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. The bidder shall furnish HACB with certificates of insurance showing that the following insurance is in force and will insure all operations under this IFB, and name HACB as an additional insured. Required insurance levels are as follows:

- Workers' compensation in accordance with the State of Texas rules and regulations.
- General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect Bidder against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment and vehicles used on the site(s) not covered by Bidder's automobile liability. If Bidder has a "claims made policy," then the following additional requirements apply:
The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

- **Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Bidder shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty- (30) day's prior written notice has been given to HACB.

19.0 M/WBE PARTICIPATION:

The Bidder agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by HACB as a certified M/WBE.

20.0 USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENTS:

In the event HACB has a reasonable belief that Bidder will not use his/her/its best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by a showing that Bidder has contacted and solicited bids/quotes from sub bidders and worked with the Housing Authority to seek assistance in identifying MBE/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

21.0 PERTINENT FEDERAL REGULATIONS NON-DISCRIMINATORY AND EQUAL OPPORTUNITY

Prohibitions against Discrimination and the Requirement of Equal Employment Opportunity

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the bidder.

The bidder must adhere to prohibitions against discrimination based on age under the Age Discrimination Act of 1975 and prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs must be met by the bidder.

The bidder must also meet the requirement of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting of business from the metropolitan area in which the federally funded program is located.

The bidder must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

22.0

BID FORM

INVITATION FOR BIDS NO. 2023-12

BID DUE DATE: Friday, November 8, 2023, 4:00 P.M. (local time)

TO: PURCHASING OFFICER

I/We offer to provide carpet and maintenance services for the HACB development listed below at the prices listed below in accordance with the specifications stated herein.

I/We understand the Certifications and Representations of Non-Construction Offerors contract required from me/us and I/We have certified by signing Form HUD-5369-C that the information contained in these Certifications and Representations, is accurate, complete and current.

We agree to keep the bid open for a period of 90 days from the date of the opening of the bid.

PROPERTY NAME	# OF APTS.	CARPET & INSTALLATION
<i>The Crossing</i> 3795 E. Lucas Beaumont, TX 77708	150	

SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

1. Original and one (1) copy of the completed bid packages.
2. Bidder's and/or Bidder Information, Fact Sheet and Questionnaire (Attachment A).
3. Copy of insurance.
4. Instructions to Bidders for Contracts Public and Indian Housing Programs (HUD-5369).
5. **M/WBE Participation (Attachment B)**
6. References

Date

Name of Bidder

Signature of Authorized Person

The Signature in Print

Business Address

Title

Phone Number

ATTACHMENT A

BIDDER'S AND/OR BIDDERS INFORMATION, FACT SHEET AND QUESTIONNAIRE (IFB)

GENERAL

This document is a part of the bid document and shall be completed in its entirety. Failure to complete and submit subject document may cause the bid/proposal to be considered nonresponsive, thus disqualified.

I. INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the questions completely, they may be attached and labeled. If additional space is needed, additional pages may be attached and labeled.
- B. The Housing Authority of the City of Beaumont and/or its representative shall be entitled to contact each and every reference listed in response to this IFB, and each entity referenced in any response to any question in this document.
The Bidder, _____
(Hereinafter "Bidder"), by completing this document, expressly agrees that any information concerning the bidder in possession of said entities and references may be made available to the Owner.
- C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the bidder, knowing it was false, it shall constitute grounds for immediate termination or rescission by the HACB of any subsequent agreement between the HACB and the Bidder.
- D. The completed form is due in with each bid/proposal to the HACB.
- E. This form, its completion by the Bidder, and its use by the HACB shall not give rise to any liability on the part of the HACB to the Bidder or any third party or person.

II. GENERAL BACKGROUND

A. CURRENT NAME AND ADDRESS OF BIDDER:

B. PREVIOUS NAME OR ADDRESS OF BIDDER, IF ANY:

C. CURRENT PRESIDENT OR CHIEF EXECUTIVE OFFICER:

YEARS IN THAT POSITION:

D. NUMBER OF FULL TIME EMPLOYEES:

**E. NAME AND ADDRESS OF CURRENT AFFILIATED COMPANIES
(PARENT, SUBSIDIARY, DIVISIONS):**

F. REFERENCES

Please provide three (3) business references, which currently use or have used Carpet services from your company for at least the last three years for services similar in size, type and scope to that described herein.

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

G. NUMBER OF VEHICLES IN FLEET

III. COMMENTS

ATTACHMENT B

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The bidder agrees to subcontract with minority business enterprises and/or women owned business enterprises (herein called W/MBE) certified as such or recognized by HACB as a certified M/WBE.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event HACB has a reasonable belief that Bidder will not use his/her/its best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by showing that bidder has contacted and solicited bids/quotes from sub bidders and worked with the Housing Authority to seek assistance in identifying M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Bidder agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HACB to confirm M/WBE sub bidder by submitting copies of checks made payable to the respective M/WBE sub bidder signed by the Bidder.

BIDDER

DATE

Note: This form must bear a signature.

ATTACHMENT B

SCOPE OF WORK for Carpet Installation:

1. Removal of the existing flooring.
2. Relocation of the furniture (if required).
3. Preparing the floor for the installation.
4. Installation of the new carpet tiles with glue.
4. Disposal of old flooring and debris.
5. Walls repair if walls are damaged from removal or installation.

GENERAL REQUIREMENTS

1. The Contractor shall provide all necessary managerial, administrative, and direct labor personnel, and as well as all necessary transportation, equipment, tools, supplies, and materials required to perform the work.
2. The Contractor shall survey the site during solicitation phase and submit technical proposal with method statement covering sequencing, materials, quality control, safety management and past performance.
3. The Contractor shall designate a representative who shall supervise the Contractor's workers and be the Contractor's liaison. The Contractor's employees coordinate access times and dates with the Property Manager.
4. The Contractor shall maintain satisfactory standards of employee competency, conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.