



1524 E. PERKINS
GUTHRIE, OK 73044

Telephone: 405-282-3246 - Fax: 405-282-2884
www.guthriehousing.org

REQUEST FOR SERVICES

for

CLEANING of Vacant Housing Units

at Guthrie Housing Authority in preparation for rental
on an as needed basis from April 1, 2014 through March 31, 2015

Section III: Bid Submittal Pages must be submitted to Guthrie Housing Authority in a sealed envelope before the specified bid opening day and time.

**BID OPENING: Tuesday, March 18, 2014 @ 1:15 p.m.,
Guthrie Housing Authority, Community Center**

Potential bidders may view unit on the following day at the specified time:

**March 4, 2014, @ 11:00 a.m.
or by appointment no later than March 10, 2014**

MAINTENANCE WAGE RATES TO BE PAID ARE LOCATED IN SECTION II: REFERENCE DOCUMENTS

THERE WILL BE NO PERFORMANCE OR PAYMENT BOND REQUIRED FOR THIS PROJECT

ISSUE DATE: 02/14/2014

SET NO. _____

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REQUEST FOR SERVICES
for
CLEANING of VACANT HOUSING UNITS at GUTHRIE HOUSING AUTHORITY
IN PREPARATION FOR RENTAL ON AN AS NEEDED BASIS
FROM APRIL 1, 2014 THROUGH MARCH 31, 2015

GUTHRIE HOUSING AUTHORITY (GHA) is seeking sealed bids for the cleaning of vacant housing units on an as needed basis from April 1, 2014 through March 31, 2015.

Bid packets are available and may be picked up at the GHA office during office hours or downloaded from the Authority's website at www.guthriehousing.org. Each bid submitted for consideration shall be placed in an envelope, sealed, and addressed for **postal, courier, or hand delivery** to: **Guthrie Housing Authority, 1524 E. Perkins, Guthrie, OK, 73044**. No oral, electronic, facsimile or telephony bids will be considered. The envelope shall be plainly marked "**BID DOCUMENTS FOR CLEANING OF VACANT HOUSING UNITS.**"

Bids will be accepted until 1:15 p.m. on Tuesday, March 18, 2014, at which time they will be publicly opened and recorded at Guthrie Housing Authority, 1524 E. Perkins, Guthrie, OK, 73044. No commitment will be made to any bidder at the bid opening.

Bids received after the scheduled bid opening time will be unopened. Bids will not be returned to submitters and will be retained at the Guthrie Housing Authority office. Results of the bid tabulation can be mailed to each bidder with a written request and the enclosure of a self-addressed, stamped envelope or emailed upon receipt of emailed request.

Guthrie Housing Authority does not accept responsibility for any bids delivered late unless valid proof of intended/guaranteed delivery commitment through postal service or courier agent is provided.

Guthrie Housing Authority reserves the right to cancel this Request for Services at any time, for any reason, without liability if cancellation is deemed to be in the best interest of Guthrie Housing Authority.

Guthrie Housing Authority reserves the right to reject any or all bids or to waive any minor informality in the bidding.

DISCRIMINATION STATEMENT: In accordance with the Dept. of Housing and Urban Development, the U. S. Department of Agriculture, and all applicable Federal and State laws, Guthrie Housing Authority does not discriminate on the basis of race, color, national origin, age, disability, sex, marital status, religion, political beliefs, sexual orientation, or familial status in the admission, access, treatment, or employment in its federally assisted programs and/or activities. (Not all prohibited bases apply to all programs). To file a discrimination complaint, call the Department of Housing and Urban Development at 1-800-669-9777 (voice) or 1-800-927-9275 (TDD), or for Multi-Family projects, write the USDA, Director, Office of Civil Rights, 1400 Independence Ave., S.W. Washington, D.C. 20250-9410 or call 1-800-795-3272 (voice) or 1-202-720-6382 (TDD). GHA is an equal opportunity provider and employer.

SECTION I: GENERAL INFORMATION

INTRODUCTION

This Request for Services seeks bids from qualified individuals, companies, or businesses that can provide cleaning of vacant housing units at Guthrie Housing Authority in preparation for rental.

GUTHRIE HOUSING AUTHORITY PROFILE and LOCATION

Guthrie Housing Authority (GHA) provides income-based affordable housing to low and moderate income individuals and families, the elderly (62 years of age or older), and disabled individuals and families regardless of age. GHA owns and manages 187 units of decent, safe, sanitary and affordable housing duplexes, and is governed by a five (5)-member Board of Commissioners appointed by the City Council of the City of Guthrie, Guthrie, Oklahoma.

GHA currently employs six (6) full-time staff and two (2) part-time staff.

Guthrie Housing Authority's office is located at 1524 E. Perkins, Guthrie, OK.

HOURS OF OPERATION

Guthrie Housing Authority hours of operation are from 8:00 a.m. to 4:30 p.m. Monday through Friday. The office is closed on Saturday and Sunday and on all Federal and State holidays.

SCOPE OF SERVICES

The following is a sample list of the cleaning to be conducted in each unit. The overall objective is to have a thoroughly cleaned, ready-to-rent unit that meets HUD standards of clean, safe, and sanitary.

ALL ROOMS/AREAS-CONTRACTOR IS TO SUPPLY CLEANING SUPPLIES/EQUIPMENT/MATERIALS	
1	Unless just painted, wipe down all walls with general all-purpose cleaner, including insides of closets, shelves in closets, woodwork, and baseboards, etc.
2	Unless just painted, lightly sweep all ceilings for removal of dirt/dust, cobwebs, etc.
3	Wash all Electrical Outlet Covers & Light Switch Plates
4	Clean all light switches and electrical outlets--remove dirt on edges and in all grooves
5	Wash all Light Globes/Covers/Shades--including porch light
6	Clean all metal on light fixtures with general all-purpose cleaner
7	Clean ceiling fan(s) including blades and light globes
8	Clean smoke alarm & cover/Clean Thermostat
9	Clean doorbell & doorbell button on outside of unit
10	Dust all mini blinds/Clean mini blind wands
11	Wash all windows, inside and outside, clean dirt out of window sills/sashes, brush dirt off of window screens
12	Clean all sides/edges of painted doors, including exterior; and clean doorknobs with general all-purpose cleaner
13	Clean all sides/edges of stained doors and clean doorknobs, with general all-purpose cleaner. Wipe coat of Old English or similar product on wood surfaces
14	Clean Wall Air Conditioner Cover/Grill (if applicable)
15	Clean exterior (sides & top) of wall furnace and air grills (if applicable), and thermostat
16	Sweep and mop all floors, pay attention to floor under refrigerator, stove, & washing machine areas
17	Clean Storm Door and Windows, Closer, Handles, etc., with general all-purpose cleaner
19	Sweep Porch Area, Door Threshold, & all siding on the porch area and window ledges
19	Sweep outside Storage Area including walls and doors knocking down cobwebs
KITCHEN	
REFRIGERATOR (Approx. 18 cu ft.)	
20	Clean all interior areas--shelves, drawers, under drawers, freezer, door
21	Clean all exterior areas--sides, top, front, back side, handle, & vent cover at bottom
22	Clean walls beside and behind refrigerator with general all-purpose cleaner unless just painted

RANGE (30" 4 burner free standing gas range/oven with broiler)	
23	Raise lid & clean all parts, remove & clean burner assemblies, knobs, grates, etc., & reassemble. Line bottom under burner assemblies with Reynolds heavy duty aluminum foil or equivalent
24	Remove broiler pan and clean all parts, including all areas around opening & reassemble
25	Remove shelves in oven--clean oven interior & shelves with oven cleaner
26	Clean oven door, including all areas above door opening and sides of openings
27	Clean broiler door, including all areas above door opening and sides of openings
28	Line bottom of oven, and bottom of broiler pan with wide heavy-duty Reynolds aluminum foil or equivalent
29	Clean all exterior areas--sides, top, front, and back with general all-purpose cleaner
30	Clean wall behind range with general all-purpose cleaner unless just painted
CABINETS/COUNTERTOPS/SINK/RANGE HOOD	
31	Clean interior and exterior of cabinets--sides, bottom, shelves, door backs, and drawers; scrape away grease/food buildup; apply Old English Oil (light) or equivalent to all exterior surfaces
32	Clean all countertops/back splashes
33	Clean sink & kitchen faucet--remove hard water deposits using Lime-a-Away or equivalent
34	Clean Range Hood, filter and light cover
UTILITY/MECHANICAL AREAS	
35	Clean interior and exterior of cabinets above washing machine; scrape away any material buildup; apply Old English Oil (light) or equivalent to all exterior surfaces
36	Clean washing machine box
37	Sweep around hot water heater and clean top of hot water tank
38	Clean around interior HVAC unit (if applicable)
BATHROOM:	
38	Clean all surfaces--tub, fiberglass tub surround, shower tile, etc.--removing all mildew, hard water deposits, etc., using scraper or Lime-a-way or equivalent
40	Clean all faucets--tub, shower, sink--remove hard water deposits, etc. using scraper, Lime-a-way or equivalent
41	Clean sink/vanity cabinet--interior & exterior. Apply Old English Oil (light) or equivalent to all exterior wood surfaces
42	Clean medicine cabinet--interior & exterior--and mirror
43	Clean toilet, toilet seat, & handle--remove all mildew and hard water deposits using scraper or Lime-a-way or equivalent
44	Clean ceiling heater/vent fan and light cover

TENTATIVE TIMETABLE:

Bid packets Issued and available for pick-up:	Fri., Feb. 14, 2014
Unit available for viewing:	Mar. 4, 2014, 11:00 a.m. or by appointment no later than Mar. 10, 2014
Due Date for Questions:	Mon., Mar. 10, 2014 by 3 p.m.
Responses to Questions Released:	Thurs., Mar. 13, 2014 by 3 p.m.
BID FORM DUE/BID OPENING:	Tues., Mar. 18, 2014, 1:15 p. m.
Bid Evaluation Process:	Wed., Mar. 19, 2014 through Thurs., Mar. 20, 2013
Contract Awarded/ Notice to Process Issued:	Fri., Mar. 21, 2014 by 4 p.m.
Start Date:	Tues., Apr. 1, 2014

IDENTIFIED WORK AREAS

The work areas shall be 1524 E. Perkins and the area of the Guthrie Housing Authority commonly known as Oak Park. The address areas include 1 Oak Park through 130 Oak Park, and 173 Oak Park through 200 Oak Park. This is basically the area from Pine Street, east to Birch Street; and from Harrison Street south to Perkins Street.

Also included are the properties of the Guthrie Housing Authority located west of Pine Street. The address areas include:

- Cleveland Street: 1205 E. Cleveland through 1219 E. Cleveland
- Oklahoma Street: 1206 E. Oklahoma through 1208 E. Oklahoma

Oklahoma Street: 1321 E. Oklahoma through 1214 E. Oklahoma
Harrison Street: 1301 E. Harrison through 1411 E. Harrison
Vilas Street: 1305 E. Vilas through 1307 E. Vilas
Springer Street: 1317 E. Springer through 1323 E. Springer

A site map with identified regions is located in Section II: Reference Documents of this Bid Packet.

Guthrie Housing Authority consists of 187 single-story duplexes. There are forty-eight (48) efficiencies, eighty-eight (88) 1-bedroom units, thirty-eight (38) 2-bedroom units, and thirteen (13) 3-bedroom units. All units have one (1) bathroom. Approximately 1/3 of the units have bathtubs, and 2/3 of the units have walk-in showers. None of the units have dishwashers or garbage disposals. Floors are all VCT tile. All windows are vinyl replacement windows and have mini-blinds and window screens. See approximate square footage of each size unit on Bid Form.

CONTACT PERSON

The person to contact with any questions regarding this Request for Services is Susan Bode, Administrative Services Coordinator.

REQUESTS FOR ADDITIONAL INFORMATION

All questions regarding the Request for Services must be in writing to the contact person, Susan Bode, Administrative Services Coordinator, and can be submitted via email to susan_gha@sbcglobal.net or faxed to (405) 282-2884 no later than Monday, March 10, 2014, by 3 p.m. (Please indicate **CLEANING** in the Subject Line). All questions will be answered in writing and an addendum issued and posted on the Authority's website at www.guthriehousing.org by Thursday, March 13, 2014 by 3 p.m. No questions will be responded to after this date.

AMENDMENTS TO REQUEST FOR SERVICES

If a change to the Request for Services (e.g. specifications, plans, date or time for bid opening, etc.) becomes necessary after it has been issued, a written amendment will be issued to any prospective bidders and posted on the Authority's website at www.guthriehousing.org. The amendment will indicate the Request for Services title, issue date of the original Request for Services, and formally detail each change. If the original Request for Services is amended, then all terms and conditions which are not modified remain unchanged.

LENGTH OF CONTRACT

The contract will be in effect with the issuance of The Notice to Proceed, effective April 1, 2014 until March 31, 2015. The contract may be extended by agreement of both parties for three (3) additional years for a maximum total of four (4) years with an option for annual pricing review.

PERMISSIBLE WORK HOURS

Work hours are at the discretion of the contractor, but should be scheduled between the hours of 9:00 a.m. and 8:00 p.m. only, including weekdays, weekends, and holidays so as not to interfere with residents in adjacent units and surrounding areas.

NUMBER OF INDIVIDUAL SERVICE CONTRACTS

Guthrie Housing Authority does not guarantee a specific number of units for cleaning from this Request for Services. The number of units contracted will vary depending upon the number of units vacated. The following chart details the number of units contracted for cleaning in past years:

YEAR	# OF UNITS CLEANED
FY 2011	45
FY 2012	59
FY 2013	34
FY 2014	27
AVERAGE	41.25

In addition, GHA reserves the right to retain multiple contractors and to contract with those multiple contractors any amount of services dependent upon the number of units needing cleaning at any one time.

GHA RESPONSIBILITIES

Prior to cleaning, GHA will:

- A. Remove globes and lenses of all light fixtures.
- B. Remove smoke alarm cover and doorbell cover.
- C. Remove light switch and electrical outlet faceplate covers.
- D. Rehang any mini-blinds removed for painting that need cleaning.
- E. Move range and refrigerator to Living Room area and move back into place once cleaning is completed. Refrigerator is to remain plugged in and running at all times.

CONTRACTORS GENERAL RESPONSIBILITIES

- A. Contractor shall furnish all necessary labor, materials, supplies, equipment, and proper insurance for the completion of all work as stated within the Scope of Services.
- B. Contractor is encouraged to view sample unit at Guthrie Housing Authority and thoroughly acquaint themselves with all conditions necessary to complete the work specified. Failure to inspect or include in the bid all work outlined in the Scope of Services will not release the Contractor from complying with the specifications in their entirety and performing all work specified or reasonably required for a complete job.
- C. Contractor is to require their employees to be in uniform and to have proper credentials while on GHA property.
- D. GHA Maintenance Supervisor should be notified immediately of any items that need attention or not previously noted, including, but not limited to: bad caulking in kitchen or bathroom, leaking faucets, broken handles, damaged cover plates or light shades, missing items, etc.
- E. Contractor is required to extinguish all flames and ignition sources and address all combustible considerations prior to start of work and before using any explosive or flammable products.
- F. Contractor is responsible for using proper safety procedures for prep, installation and clean-up, including the handling and involvement with fumes from chemicals used.
- G. All work is to include all actions necessary to facilitate the inspections, ordering, handling, preparation, installation, and clean-up.

- H. Contractor is to provide any and all supplies and materials, including cleansers, oils, degreasers, polishes, paper or cloth materials, shop vacuum, glass and surface cleaner, buckets, mops, English Oil (light wood) or equivalent, Lime-A-Away or equivalent, and Reynolds wide heavy-duty aluminum foil or equivalent and all other supplies or materials needed to thoroughly clean all required areas as part of their bid.
- I. All materials being purchased and provided for these works are to be of the same quality as specified on the Cleaning checklist.
- J. Contractor is responsible to pick up and deliver their own supplies.
- K. Contractor is responsible to provide protection to any surfaces recently painted not to be cleaned--walls, ceilings, painted doors, stained doors, etc., as well as HVAC equipment, thermostats, and other such materials or items not to be cleaned.
- L. Contractor is responsible for the removal and proper disposal of all cleaning materials following the work.
- M. Contractor is required to complete the cleaning checklist upon completion of each unit.
- N. The contractor is responsible for inspecting and assessing the site conditions and is required to perform all works required to result in an acceptable finished product.
- O. Contractor is responsible for the handling, storage and security of their equipment, supplies, tools, and materials. GHA is not responsible for any damage or loss due to theft, vandalism, fire, weather related events, or other acts to Contractor's equipment, supplies, tools, or materials at any time.
- P. Contractor is required to clean up all areas of work each day and to remove all tools, property, and debris from the site upon completion of each unit unless other arrangements are made with GHA in advance. No materials are to be left outside at any time. Use of the site dumpsters is strictly forbidden.
- Q. Contractor is responsible to pick up and return all GHA keys per the procedures established by GHA. Contractor is responsible to lock unit each time they leave the unit, including all windows and doors.
- R. Contractor is responsible to replace any items damaged while cleaning.
- S. Contractor is to exercise and use extreme care and caution at all times.

CONTRACTOR USE OF PREMISES

Contractor should only be on the premises when contracted services or inspections are being performed. Contractor should restrict access to only those employees performing work or inspections. Contractor may use the unit's utilities as is necessary to complete the cleaning of the unit. At the end of each day and when cleaning is completed, the contractor is responsible for turning the air conditioning off in the summer and lowering the heat to 60° in the winter. All lights are to be turned off and the unit should be locked (all windows and doors.)

Contractor should be aware that the adjoining duplex unit may be occupied and should keep all noise and disruptive operations, including radios, (i.e., loud music) to a minimum.

No smoking is permitted in any GHA residential unit or buildings by Contractor, subcontractors, suppliers, and persons employed by them. Smoking outdoors is restricted to twenty-five (25) feet from any door way.

Contractor may park in area designated as resident parking, and in non-handicapped spaces. Contractor vehicles should be limited in number. Contractor is expressly prohibited from bringing on site any vehicle weighing in excess of 20,000 lbs. Contractor and contractor's employees should be cautious at all times when driving on GHA property.

INDIVIDUAL SERVICE CONTRACT SCHEDULING/TIME COMPLETION

Contractor will be notified by GHA Maintenance Supervisor when a unit is scheduled for cleaning. Each unit to be cleaned will be assigned to the Contractor by an individual Service Contract. The Service Contract will be accompanied by a Cleaning Checklist (See Section II: Reference Documents – Cleaning Checklist) and needed key(s) for the unit. The Contractor will have twenty-four (24) hours to sign the Service Contract, to pick up the Cleaning Checklist, key(s), and obtain the necessary instructions for the unit. The Service Contract will contain a Date to Begin and a Date to Complete the unit based on the size of the unit and the services required. Generally each unit shall be completed within the time frame as indicated below:

SIZE OF UNIT	DAYS TO CLEAN
0-1 bedroom	1 calendar day
2 bedrooms	2 calendar days
3 bedrooms	3 calendar days

Extremely dirty unit or units with extremely dirty appliances will be given additional time for completion. The Date to Begin and Date to Complete for these types of units will be as stated in the Service Contract. If the Contractor is unable to meet deadline allotted to an individual Service Contract, GHA will void the Service Contract and select another Contractor to meet the deadline.

SUBCONTRACTORS AND SUPPLIERS

The Contractor shall be responsible for the acts and omissions of subcontractors, suppliers, and persons employed by them, either directly or indirectly, as fully as the Contractor is for the acts and omissions of Contractor employees.

The Contractor shall also be required to provide a list of the names of persons or entities proposed as subcontractors and material and equipment providers prior to or at the time of signing the Contract, and to keep on file for a period of three (3) years GHA's letter of acceptance of said subcontractor(s), EEOC, Section 3, and Non-Collusive Affidavit.

PROJECT COMMUNICATION

In order to maintain effective levels of communication with GHA personnel, the cleaning crew will consist of one (1) on-site Supervisor capable of speaking and understanding fluent English. THERE WILL BE NO EXCEPTIONS TO THIS POLICY in that it is vital in that GHA be able to effectively communicate with the cleaning crew.

APPLICABLE TAXES

GHA is not allowed to extend its tax-deferred status. Contractors and subcontractors are obligated to pay all applicable taxes.

PRICE CHANGES/CHANGE ORDERS

If during cleaning, Guthrie Housing Authority authorizes additional work because of excessively dirty unit or units with extremely dirty appliances, the total cost to GHA for such changes shall be agreed upon in writing before additional work item is begun, and will be reflected as an attachment to the individual Service Contract and on the Lien Release/Waiver.

LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible to determine, the Contractor and his/her sureties shall be liable for and shall pay to GHA (via deduction from invoice or separate check), the sum of \$10.00 per day for each calendar day until the work is completed and accepted.

WORK ACCEPTANCE/INDIVIDUAL SERVICE CONTRACT COMPLETION

- A. All work must be completed according to specifications.
- B. GHA Maintenance Supervisor and/or his/her designee will inspect the property after notification that a unit has been cleaned and all waste, surplus materials, and equipment have been removed from the unit. The Contractor, if instructed that corrections need to be made, shall respond and make said corrections within twenty-four (24) hours of being notified.

COMPENSATION/PAYMENT

- A. No later than five (5) days upon final acceptance by GHA Maintenance Supervisor or his/her designee, contractor must submit the following in order to receive payment:
 - 1. Valid and accurate invoice with Date, Service Contract Number, Unit Address, and amount.
 - 2. An accurate and notarized lien release/waiver, complete with any Change Order notations, stating that all labor and materials have been paid for in full.
 - 3. Unit key(s) returned to Maintenance Supervisor.
 - 4. Completed Cleaning Checklist.
 - 5. Completed "Family of Five or Fewer" Exempt Statement, if applicable.In no case should invoicing take place more than 30 days past completion of each individual service contract.
- B. No payment will be made until all required forms are correct and the quality of work received is approved by GHA.
- C. Prior to payment, GHA may interview contractor's employees to confirm that the minimum wages required are being paid.
- D. A check in payment of invoice will be made out on the following Wednesday after the payroll records and invoice are received and approved; with the check released or mailed to the contractor on Friday of that week.

INSURANCE REQUIREMENTS

- A. Prior to contract award (but not as a part of the proposal submission) successful bidder shall procure and maintain insurance limits no less than:
 - 1. Commercial General Liability: \$1,000,000 combined single limit bodily and property damage liability per occurrence.
 - 2. Comprehensive Automobile Liability: \$1,000,000 combined single limit bodily and property damage liability per occurrence and aggregate for all owned and non-owned vehicles used on GHA property.

3. Workers' Compensation: \$1,000,000 per occurrence.
- B. The above policies are required to be the primary insurance for any and all claims arising under or related to the contract and shall be maintained in force until completion of the contract. GHA must be named as an additional insured and all subcontractors (if any) used in the performance of this contract are required to name GHA as an additional insured.
 - C. Failure to provide proof of Certificates of Insurance or failure to maintain insurance as required in this request for services, or by law, are grounds for immediate termination of the contract. All Certificates of Insurance must contain a 30-day notice to GHA, prior to any cancellation.

CONTRACT CONDITIONS

- A. HUD Maintenance Wage Rate Determination (MWRD)
HUD has determined that on non-construction maintenance work, GHA must ensure that contractors do not pay its employees that perform such work for GHA 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 required wage rate. The contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available either to GHA or HUD on request, and failure on the part of the contractor, to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the contractor's failure to comply. See Section II: Reference Materials for the HUD Maintenance Wage Rate Determination (MWRD).
- B. HUD Terms and Conditions
HUD-5370-C Section II "General Conditions for Non-Construction Contracts" must be part of the contract and shall govern the work.
- C. Contract Terms
The selected contractor will be expected to sign GHA's Service Agreement Contract, which will specify the terms of service.
- D. No Guarantee of Work
This Request for Services and any contract awarded in connection with this Request for Services do not guarantee selected contractor of any volume of services or the duration of work beyond the initial one-year contract term.

BID EVALUATION CRITERIA

Guthrie Housing Authority will evaluate bids in response to this Request for Service according to the evaluation criteria outlined in the GHA Procurement Policy. The contract will be awarded to the overall lowest, most responsive and most responsible bidder who meets the requirements of the Request for Services. GHA reserves the right to reject any and all bids.

APPEALS AND REMEDIES

- A. General
It is the Authority's policy to resolve all contractual issues informally at the Authority level without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussions between the parties by individuals who did not participate substantially in

the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

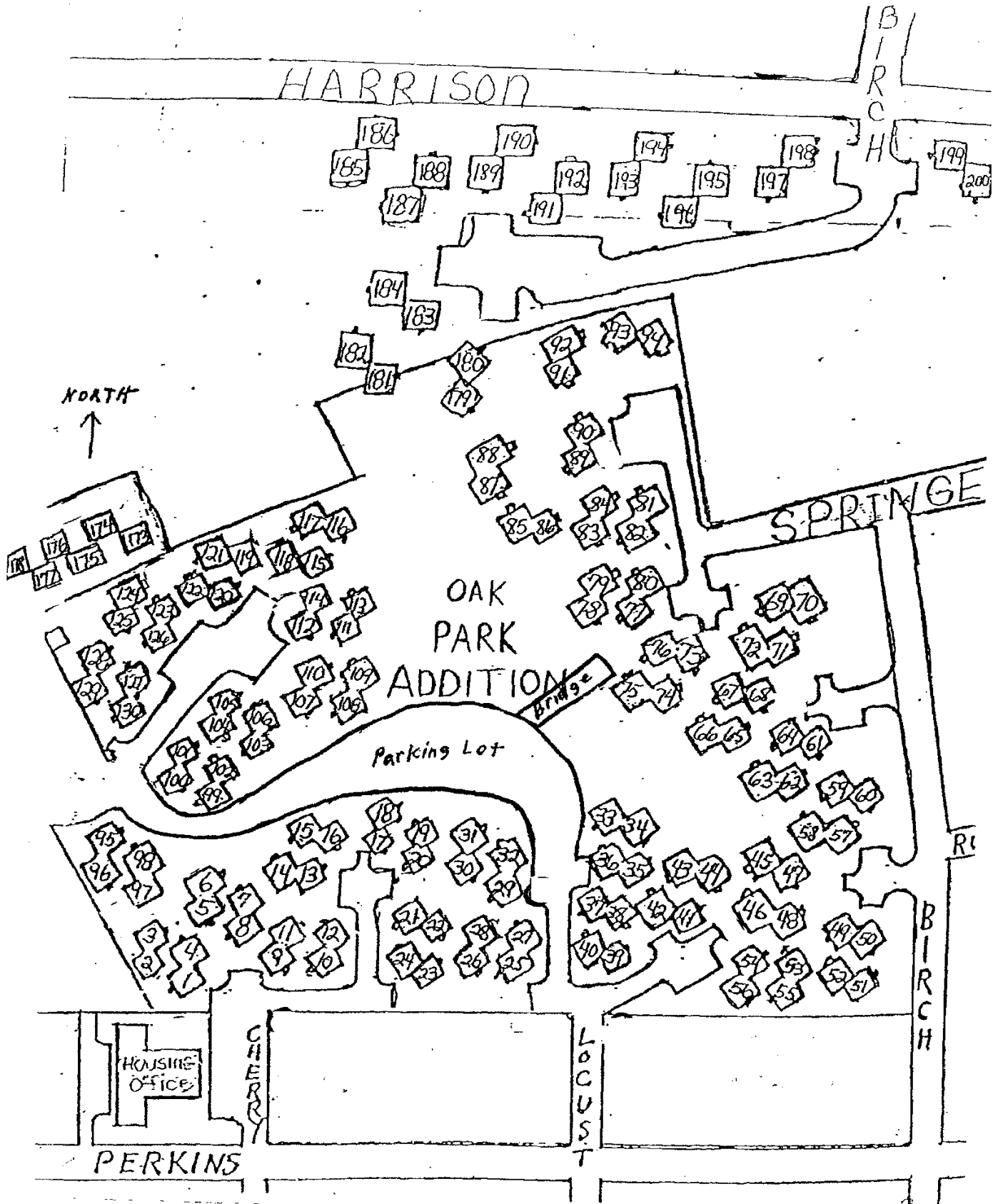
B. Bid Protests

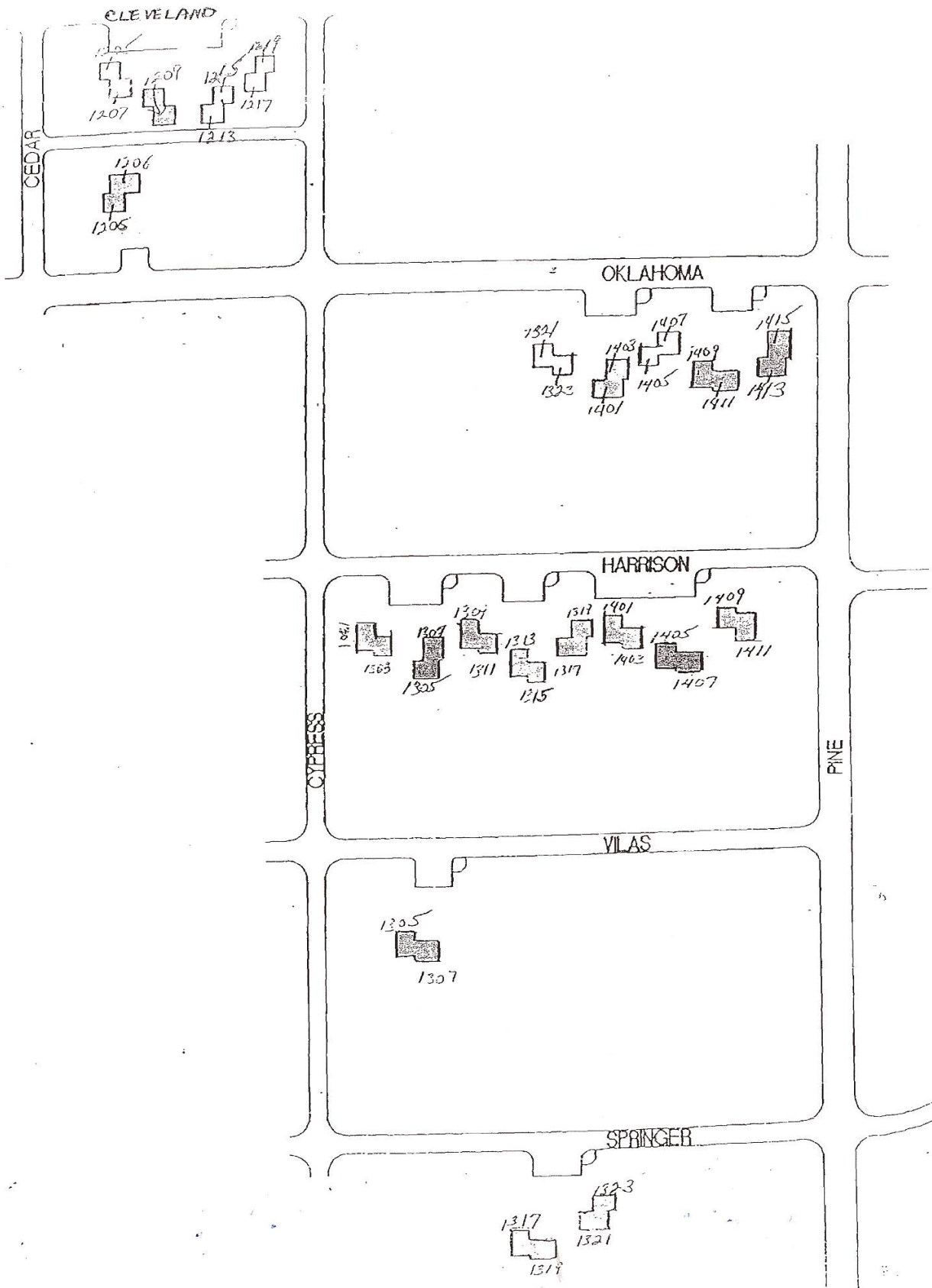
Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, and submitted to the Executive Director, or his/her designee, who shall issue a written decision on the matter. The Executive Director may, at his/her discretion, suspend the Request for Service pending resolution of the protest, if warranted by the facts presented.

C. Contract Claims

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Executive Director or his/her designee for a written decision. The contractor may request a conference on the claim. The Executive Director's decision shall inform the contractor of his/her appeal rights to a higher level in the Authority, such as a designated Board member, or a Procurement Appeals Board.

SECTION II: REFERENCE DOCUMENTS
GUTHRIE HOUSING AUTHORITY SITE MAP





**GUTHRIE HOUSING AUTHORITY
MAINTENANCE EMPLOYEE JOB DESCRIPTIONS**

The Maintenance Supervisor supervises at least one maintenance or repair worker in performance of project duties while actively assisting when time permits. This position requires a skilled working knowledge of all maintenance crafts and trades with a high degree of skill in the performance of at least one craft or trade. The Maintenance Supervisor is required to perform on-call rotation and backup as assigned after regular working hours, on weekends, and on holidays.

The Maintenance Mechanic A makes major repairs to and keeps in proper condition, the buildings and structures located on project site, including necessary carpentry and masonry work on the interiors and exterior of, and approaches to, dwelling and non-dwelling units and minor additions thereto; adjusts and maintains in good working order machinery and mechanical equipment, including heating, plumbing, and electrical appliances and apparatus. Performance of duties requires a high degree of skill in one or more crafts or trades, with a working knowledge of all maintenance crafts and trades. The Maintenance Mechanic A is required to perform on-call rotation and backup as assigned after regular working hours, on weekends, and on holidays.

The Maintenance Mechanic B makes repairs to buildings and equipment, and performs general maintenance and construction duties at the level of an ordinary skilled mechanic in one or more of the crafts or trades. Maintenance Mechanic B is capable of performing the duties in his craft or trade without supervision and has a sufficient working knowledge of all maintenance crafts and trades to perform these duties with a minimum of supervision. The Maintenance Mechanic B is required to perform on-call rotation and backup as assigned after regular working hours, on weekends, and on holidays.

The Maintenance Aide A performs general maintenance and construction activities needed by the authority. These duties may include but are not limited to drywall, plumbing, electrical, HVAC, carpentry, concrete, masonry and painting. Additional responsibilities include lawn and landscaping services. Also included are the completion of all associated planning, reporting and documentation requirements and other duties as assigned. The Maintenance Aide A is required to perform on-call rotation and backup as assigned after regular working hours, on weekends, and on holidays.

The Maintenance Aide B makes minor repairs to equipment and structures using simple tools only, which do not require the skill, training and experience of a mechanic, including such tasks as painting, making simple repairs of structures and equipment, and assists a skilled mechanic or painter in the performance of tasks in this or other work necessary to the maintenance of project and equipment. He/She shall also execute service calls which require only minimum skills. He/She shall be considered in training for position or higher classification, providing progress in learning and adaptation to duties of higher classification is satisfactory.

The Laborer – Utility performs maintenance work necessary to the upkeep and operation of project structures, grounds, and equipment requiring only semiskilled ability or experience.

He/She shall perform a variety of semiskilled duties including such tasks as cleaning, scraping, and preparing surfaces for painting and repair, lubricating and changing oil in automotive and other automotive equipment and shall assist person or high classification in the performance of tasks requiring more skill and experience. He/She may act as the lead person in directing and coordinating the efforts of a crew of laborers or custodians.

The Laborer does maintenance work necessary for the upkeep and operation of project buildings, grounds and equipment by loading and unloading trucks; moving and hauling furniture and supplies; digging and back-filling trenches and gutters, removing trash and garbage, filling fuel tanks, water lawns, and cutting, rolling, tamping and laying sod; and other heavy manual labor requiring little or no skill or experience.

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
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Agency Name: Guthrie Housing Authority	LR 2000 Agency ID No: OK055A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: April 1, 2014	Expiration Date: March 31, 2015

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Elizabeth Rodriguez
Elizabeth Rodriguez, LRS
 HUD Labor Relations
 (Name, Title, Signature)

11-05-2013
 Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Laborer	\$7.25	\$4.04
Laborer Utility	\$7.50	\$4.08
Maintenance Aide B	\$7.75	\$4.11
Maintenance Aide A	\$8.00	\$4.13
Maintenance Mechanic B	\$8.50	\$4.21
Maintenance Mechanic A	\$9.25	\$4.32
Maintenance Supervisor	\$10.00	\$4.42

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.
 (HUD Labor Relations: If applicable, check box and initial below.)

 LR Staff Initial

	FOR HUD USE ONLY LR2000: Log in: Log out: OMW7309
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CLEANING CHECKLIST

UNIT ADDRESS: _____ DATE TO CONTRACTOR: _____
 CONTRACTOR NAME: _____ DATE TO BEGIN: _____
 EMPLOYEE NAME: _____ DATE TO COMPLETE: _____

Check when Completed	#	WORK ITEMS	GHA Initial when Inspected
		Contractor is responsible for all cleaning supplies/equipment/materials	

ALL ROOMS/AREAS

	1	Unless just painted, wipe down all walls with general all-purpose cleaner, including insides of closets, shelves in closets, woodwork, and baseboards, etc.	
	2	Unless just painted, lightly sweep all ceilings for removal of dirt/dust, cobwebs, etc.	
	3	Wash all Electrical Outlet Cover Plates & Light Switch Plates	
	4	Clean all light switches and electrical outlets--remove dirt on edges and in all grooves	
	5	Wash all Light Globes/Lenses/Covers/Shades--including porch light	
	6	Clean all metal on light fixtures with general all-purpose cleaner	
	7	Clean ceiling fan(s) including blades and light globes	
	8	Clean smoke alarm & cover/Clean Thermostat	
	9	Clean doorbell & doorbell button on outside of unit	
	10	Dust all mini blinds/Clean mini blind wands	
	11	Wash all windows, inside and outside, clean dirt out of window sills/sashes, brush dirt off of window screens	
	12	Clean all sides/edges of painted doors, including exterior; and clean doorknobs with general all-purpose cleaner	
	13	Clean all sides/edges of stained doors and clean doorknobs, with general all-purpose cleaner. Wipe coat of Old English or equivalent on wood surfaces	
	14	Clean Wall Air Conditioner Cover (if applicable)	
	15	Clean exterior (sides & top) of wall furnace and air grills (if applicable)	
	16	Sweep and mop all floors, scrape all stuck materials off floor, pay attention to floor under refrigerator, stove, & washing machine areas	
	17	Clean Storm Door and Windows, Closer, Handles, etc., with general all-purpose cleaner	
	18	Sweep Porch Area, Door Threshold, & all siding on the porch area and window ledges	
	19	Sweep outside Storage Area including walls & doors knocking down cobwebs	

KITCHEN

REFRIGERATOR (Approx. 18 cu ft.)			
	20	Clean all interior areas--shelves, drawers, under drawers, freezer, door	
	21	Clean all exterior areas--sides, top, front, back side, handle, & vent cover at bottom	
	22	Clean walls beside and behind refrigerator with general all-purpose cleaner unless just painted	
RANGE (30" 4-burner, free-standing gas range/oven with broiler)			
	23	Raise lid & clean all parts, remove & clean burner assemblies, knobs, grates, etc., & reassemble. Line bottom under burner assemblies with Reynolds Heavy Duty Foil or equiv.	
	24	Remove broiler pan and clean all parts, including all areas around opening & reassemble	
	25	Remove shelves in oven--clean oven interior & shelves with oven cleaner	
	26	Clean oven door, including all areas above door opening and sides of openings	
	27	Clean broiler door, including all areas above door opening and sides of openings	
	28	Line bottom of oven, and bottom of broiler pan with wide heavy-duty Reynolds aluminum foil or equivalent	
	29	Clean all exterior areas--sides, top, front, and back with general all-purpose cleaner	
	30	Clean wall behind range with general all-purpose cleaner, unless just painted	

Check when Completed	#	WORK ITEMS	GHA Initial when inspected
CABINETS/COUNTERTOPS/SINK/30" RANGE HOOD			
	31	Clean interior and exterior of cabinets--sides, bottom, shelves, door backs, and drawers; scrape away grease/food buildup; apply Old English oil (light) to all exterior surfaces	
	32	Clean all countertops/back splashes	
	33	Clean sink & kitchen faucet--remove hard water deposits using scraper, Lime-a-way or equivalent	
	34	Clean Range Hood, filter & light cover	
UTILITY/MECHANICAL AREAS			
	35	Clean interior and exterior of cabinets above washing machine; scrape away any material buildup; apply Old English Oil (light) or equivalent to all exterior surfaces	
	36	Clean washing machine box	
	37	Sweep around hot water tank, & clean top of hot water tank	
	38	Clean around interior HVAC unit (if applicable)	
BATHROOM			
	39	Clean all surfaces--tub, fiberglass tub surround, shower tile, etc.--removing all mildew, hard water deposits, etc., using scraper or Lime-a-way or equivalent	
	40	Clean all faucets--tub, shower, sink--remove hard water deposits, etc. using scraper, Lime-a-way or equivalent	
	41	Clean sink/vanity cabinet--interior & exterior. Apply Old English oil (light) or equivalent to all exterior wood surfaces	
	42	Clean medicine cabinet--interior & exterior--and mirror	
	43	Clean toilet, toilet seat, & handle--remove all mildew and hard water deposits using scraper or Lime-a-way or equivalent	
	44	Clean ceiling heater/vent fan and light cover	
	45	Other:	
	46	Other:	
CHECK OFF ITEMS AS COMPLETED - TURN AC OFF/TURN HEAT DOWN TO 60 DEGREES AT THE END OF EACH DAY & WHEN UNIT IS COMPLETED - RETURN KEY(S) TO GHA SHOP - REMOVE CONTRACTOR SUPPLIES & EQUIPMENT FROM UNIT - LEAVE CLEANING CHECKLIST ON KITCHEN CABINET			
Date Completed: _____		Date Key(s) Returned to GHA: _____	
Date GHA Inspected: _____		Date GHA Reinspected (if needed): _____	
INSPECTION NOTES: PLEASE LIST ANY ITEMS NEEDING ADDITIONAL ATTENTION OR ITEMS MISSED: _____			
Signature of GHA Maintenance Supervisor: _____		Date: _____	

**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

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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 —

Jennifer K. Ricker, Executive Director
Guthrie Housing Authority
1524 E. Perkins
Guthrie, OK 73044

[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.~~

Instructions to Offerors Non-Construction

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



- 03291 -

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:]

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 01/31/2014)

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

Applicability. This form HUD-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.

~~Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000~~

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:
 - ⓪ 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).

- ① 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.

SECTION III: BID SUBMITTAL PAGES

All pages of SECTION III – Bid Submittal Pages must be placed in an envelope plainly marked

**“BID DOCUMENTS FOR CLEANING of VACANT HOUSING UNITS
at GUTHRIE HOUSING AUTHORITY”**

sealed, and addressed for postal, courier, or hand delivery to:

**GUTHRIE HOUSING AUTHORITY
1524 E. PERKINS
GUTHRIE, OK, 73044**

and submitted before the specified bid opening date and time of

Tuesday, March 18, 2014, @ 1:15 p.m.

Upon arrival at GHA office, the BID SUBMITTAL ENVELOPE will be time/date stamped to establish time of receipt. This time/date stamp will be the only acceptable evidence to establish the time/date of receipt at GHA. A bidder may withdraw his/her bid at any time prior to bid opening.

**At 1:15 p.m., all bids will be publicly opened and recorded in the
Community Center at Guthrie Housing Authority,
1524 E. Perkins, Guthrie, OK, 73044.**

BID FORM
for
CLEANING of VACANT HOUSING UNITS at GUTHRIE HOUSING AUTHORITY
in PREPARATION FOR RENTAL on an as needed basis from APRIL 1, 2014 through MARCH 31, 2015

The undersigned bidder has familiarized themselves with the facilities and agrees to provide all services outlined in the Request for Services specification for the prices stated below. The contractor has been given the opportunity to request clarifications and ask questions during the Question and Answer time period. The undersigned bidder hereby proposed to furnish all Permits, Licenses, Insurance, Labor, Materials, Equipment, Services, Freight, Applicable Taxes and Fees required to perform the duties as per GHA specifications for Items Listed Above, at GHA property identified locations, for the following amounts:

PLEASE ENTER BID AMOUNT FOR THE FOLLOWING:

Cleaning of typical Efficiency Unit-- (Approx. 400 square ft.) \$ _____

PLEASE ENTER BID AMOUNT FOR THE FOLLOWING:

Cleaning of typical One Bedroom Unit--(Approx. 529 square ft.) \$ _____

PLEASE ENTER BID AMOUNT FOR THE FOLLOWING:

Cleaning of typical Two Bedroom Unit--(Approx. 786 square ft.) \$ _____

PLEASE ENTER BID AMOUNT FOR THE FOLLOWING:

Cleaning of typical Three Bedroom Unit--(Approx. 828 square ft.) \$ _____

EXCESSIVELY SOILED UNIT/EXTREMELY DIRTY APPLIANCES:

Additional amount will be added to the bid price for a typical unit size listed above for cleaning of a unit deemed by GHA Personnel to be excessively soiled or having extremely dirty appliances. This is a discretionary service fee that is paid only on an as needed basis.

PLEASE ENTER BID AMOUNT FOR THE FOLLOWING TO BE ADDED TO BID ABOVE FOR EXCESSIVELY SOILED UNIT/EXTREMELY DIRTY APPLIANCES:

Efficiency Unit:	+	\$ _____
One Bedroom Unit:	+	\$ _____
Two Bedroom Unit:	+	\$ _____
Three Bedroom Unit:	+	\$ _____

ADDENDA ACKNOWLEDGEMENT: The bidder acknowledges that the following addenda, if any, issued by GHA, have been received and are part of this bid.

Addenda No. 1, dated: _____ **Addenda No. 2, dated:** _____

BID ACCEPTANCE OR REJECTION: GHA reserves the right to accept or reject any or all bids and to waive minor irregularities or formalities. Price alone will not be the sole determining criteria in awarding of bid. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of GUTHRIE HOUSING AUTHORITY.

DEBARMENT STATEMENT: The undersigned agrees that they, nor any partner, subcontractor, employee or staff member is debarred, suspended, or otherwise prohibited from conducting business with any Federal, State, or local agency.

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

All Documents, Specifications and Plans within this bid package are as fully a part of this Bid Form as if hereto attached or herein repeated.

The undersigned confirms he/she is authorized to make this bid on behalf of the company submitting and listed below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIPCODE: _____

EMAIL ADDRESS: _____

OFFICE TELEPHONE: _____ MOBILE TELEPHONE: _____

FEIN NUMBER: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME OF AUTHORIZED SIGNER: _____

TITLE: _____

INSURANCE REQUIREMENTS - PROOF OF INSURANCE

EACH CONTRACTOR IS REQUIRED TO:

- COMPLETE THIS FORM IN ITS ENTIRETY
- WITHIN 48 HOURS OF CONTRACT AWARD, PROVIDE A COPY OF CERTIFICATES OF INSURANCE-- THE CERTIFICATE AMOUNTS MUST BE A MINIMUM \$1,000,000 POLICY
- ENSURE THE CERTIFICATE OF INSURANCE NAMES GUTHRIE HOUSING AUTHORITY AS AN ADDITIONAL INSURED WITHIN 48 HOURS OF NOTIFICATION BY GHA (Guthrie Housing Authority, 1524 E. Perkins, Guthrie, OK 73044. Telephone: 405-282-3246, FAX: 405-282-2884)

CONTRACTOR/BUSINESS NAME: _____

BUSINESS ADDRESS: _____

Please initial the following statements that apply to you/your company for insurance purposes:

- _____ I have Commercial General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence
- _____ I have Comprehensive Automobile Liability insurance coverage in an amount not less than \$1,000,000 per occurrence
- _____ I have Worker's Compensation insurance coverage in an amount not less than \$1,000,000 per occurrence
- _____ I am an independent vendor without employees and subcontractors and will complete the Affidavit of Exempt Status for Worker's Compensation and the Exempt Status Fact Sheet in lieu of the worker's compensation certificate of insurance
- _____ I operate under the Family of Five or Fewer Exempt Status and will submit the Family of Five or Fewer Exempt Statement with each invoice submitted.
- _____ I will provide all required Certificates of Insurance within 48 hours of contract award

I validate that the information contained herein is accurate and current and that the undersigned has the legal authority to sign on behalf of this organization:

AUTHORIZED SIGNER: _____ (Signature) DATE: _____

Contract will not be awarded to any contractor/business that fails to meet requirements or fails to provide proof of insurance in the required amounts. Contract will be terminated for failure to maintain insurance during the contract as required by this proposal.

STATEMENT OF BIDDERS'S QUALIFICATIONS FORM

All questions must be answered and the data given must be printed, clear and concise.

Legal Business Name: _____

Mailing Address: _____

Physical Address (if different): _____

Federal Tax ID: _____ Telephone: _____

FAX: _____ Email: _____

Legal Structure: Sole Proprietor Partnership Corporation LLC JV

When was business formed? _____

If incorporated: Year incorporated: _____ What state business was incorporated in: _____

Number of years in business under this name: _____

Primary business or service you provide: _____

Describe your experience in work similar in nature to this Request for Services: _____

Do you intend to subcontract any part of the service? Yes No If yes, attach names of subcontractors and indicate the services they will perform.

Have you failed to complete any work awarded to you? Is so, where, when and why? _____

Have you ever defaulted on a contract? If so, where, when, and why? _____

Is your firm currently involved in any legal proceedings or have any litigation pending? No lawsuits past 5 years, presently, or pending OR The following lawsuit(s) are pending, currently occurring, or occurred in the last 5 years: _____

List three business references:

	REFERENCE #1	REFERENCE #2	REFERENCE #3
Company Name:			
Contact:			
Telephone:			
Email:			
Year worked with:			
Type of work:			

Contracts in progress or recently completed:

	CONTRACT #1	CONTRACT #2	CONTRACT #3
Company Name:			
Company Contact Name:			
Telephone Number:			
Date Awarded:			
Date Completed:			
# of Staff Assigned:			

W/MBE CERTIFICATION:

Please check designations that apply to your firm: (A W/MBE is a business in which a woman or a minority owns and operates at least 51% of the business).

- Women’s Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

SECTION 3 CERTIFICATION:

Does your firm qualify as a Section 3 Business (refer to Section 3 Clause Certification)?

Yes No - A Section 3 business concern is one that provides economic opportunities directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing; or meets such other criteria as the Secretary of HUD may establish.

Submitted by: _____ Date: _____

Title: _____

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

NOTARY PUBLIC

(NOTARY SEAL REQUIRED)

My Commission expires: _____

NON-COLLUSIVE AFFIDAVIT FORM

A F F I D A V I T

_____ (Prime Bidder) _____ (Sub Bidder)

STATE OF _____)

) SS

COUNTY OF _____)

_____, being duly sworn, deposes and says: that he/she is
Name

_____, of the firm/company of _____,
(Partner or Corporate Title)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the GUTHRIE HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE

(Bidder, if an individual)

(Partner, if a Partnership)

(Officer, if a Corporation)

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

NOTARY PUBLIC

My Commission expires: _____

(NOTARY SEAL REQUIRED)

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certificate is required pursuant to Executive Order # 11246 (30 FR. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the EQUAL EMPLOYMENT CLAUSE; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

Bidders Name: _____

Address: _____

City, State, Zip: _____

1. Bidder has participated in a previous contract or subcontract subject to EQUAL OPPORTUNITY CLAUSE.
 YES NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 YES NO
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 YES NO
4. If answer to item three (3) is "NO," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer: _____

Signature: _____

Date: _____

SECTION 3 CLAUSE CERTIFICATE

- 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 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 Contractors 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, 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 134, 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.

Contractor/Business Name: _____

Signature of Authorized Representative: _____

Date: _____

LETTER OF ASSURANCE "A"
SCHEDULE OF SUBCONTRACTOR(S)/SUPPLIERS
BID SOLICITATION

The undersigned bidder hereby assures that his/her firm will meet or exceed GUTHRIE HOUSING AUTHORITY'S established M/WBE and Section 3 goals or shall demonstrate and document "to the greatest extent feasible" an effort to comply with the GHA'S effort in giving M/WBE and Section 3 firm's opportunity to win subcontract awards.

SUBCONTRACTOR OR SUPPLIER ADDRESS AND PHONE NUMBER NAME OF CONTACT PERSON	CLASSIFICATION	TYPE OF WORK OR MATERIALS	AMOUNT OF BID

***Non-Minority, African American, Hispanic American, Female, Native American, Asian American, Hasidic Jewish American, Section 3, Other:** _____

The undersigned intends to enter into a formal agreement with minority Contractors/suppliers if they are the low bidder, conditioned upon execution of a contract with GHA. This is not intended to commit the undersigned to execute a contract with each and every M/WBE and/or Section 3 firm listed on this schedule. Use additional sheets if necessary.

 NAME OF COMPANY

 DATE

 SIGNATURE

 TITLE (Officer of Company)

**LETTER OF ASSURANCE "B"
NOTICE TO ALL BIDDERS**

GUTHRIE HOUSING AUTHORITY notifies all bidders/proposers that in regard to any contract entered into the bidder must complete the "Work Force Statement". This "Work Force Statement" shall only include employees who will be working specifically on this contract. Contractors failing to complete the "Work Force Statement" may be denied award of the contract by GHA based on the Contractor's failure to be a "Responsible Bidder" and a "Responsive Bidder".

WORK FORCE STATEMENT

EMPLOYMENT CLASSIFICATION	AFRICAN AMERICAN	NATIVE AMERICAN	HISPANIC	FEMALE	SECTION 3	OTHER	WHITE
OWNER/PRINCIPAL							
CONSTRUCTION MANAGERS							
FOREMAN							
SKILLED							
HELPERS							
LABORERS							
MANAGER							
ADMINISTRATOR							
PROFESSIONALS							
TECHNICIANS							
CLERKS							
GRAND TOTAL							

CONTRACTOR/BUSINESS NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

DATE: _____

FEIN/SOCIAL SECURITY NUMBER: _____

**CERTIFICATION BY BIDDER
REGARDING NON SEGREGATED FACILITIES**

BIDDER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

The Bidder certifies that she/he does not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that the Bidder does not permit any employees to perform their services at any location, under her/his control, where segregated facilities are maintained. The Bidder certifies further that she/he will not maintain or provide for her/his employees any segregated facilities at none of her/his establishments, and that she/he will not permit her/his to perform their services at any location under her/his control, where segregated facilities are maintained. The Bidder agrees that breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurant and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where she/he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontractors exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that she/he will retain such certifications in her/his files.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE): _____

SIGNATURE: _____ DATE: _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	Social security number																								
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4">-</td><td colspan="4">-</td><td colspan="4"> </td> </tr> </table>													-				-							
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION CODE

State of Oklahoma)
)
County of _____)

I, _____ state under oath as follows:

1. I, _____ (Name of individual) operating as _____ (independent contractor's business name), have agreed to provide services to _____ (Contractor) during calendar year _____.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting **CompSource Oklahoma's Policyholder** to consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Code** and the policy issued by **CompSource Oklahoma**; and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Code.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Code.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Code shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

Independent Contractor (Executor) Signature

Date _____ Name _____ Title _____

Signature _____ Business Name _____

Notary Public

Signed and sworn to before me on this ____ day of _____, 20__ by _____.

Notary Public My Commission Expires: _____ My Commission # _____

******GIVE THE SIGNED FORM TO YOUR GENERAL CONTRACTOR******

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

For domestic servants, trucking owner/operators, and other exemptions, please contact CompSource Oklahoma at 405-232-7663 ext. 5102.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 O.S. Section 924.5)

It is a crime to falsify the information on this form.

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status Under the Workers' Compensation Code.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
5. Your occupation requires special skills, license, education or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

(Write YES or NO)

Signature

(INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 O.S. Section 924.5)

It is a crime to falsify the information on this form.

“FAMILY OF FIVE OR FEWER” EXEMPT STATEMENT

We, the undersigned, do hereby certify that we are operating under the “Family of Five or Fewer Act” and voluntarily are excluding ourselves from the Workmen’s Compensation Act of Oklahoma. We also certify that there are five or fewer working for this business. We are all related by blood or marriage and there are no employees, contract labor or sub-contractors working for the business. We, the undersigned, understand by making this statement we are not entitled to receive workers’ compensation benefits resulting from an accidental personal injury sustained by us arising out of and in the course of employment.

All people who worked on this particular job/service contract must print and sign below:

	Name (please print)	Signature	Relation	Social Security Number *
1			Self	
2				
3				
4				
5				

*Social Security Number is REQUIRED for this form to be valid. If Social Security Numbers are not included with the submission of this form, OR if it is found that the contractor does not meet the requirements set forth, such person will not be allowed to perform services for Guthrie Housing Authority, OR until such time that the contractor obtains workmen’s comp coverage.

SIGNED:

Business Name: _____

Signature of Owner/Authorized Agent: _____

Printed Name and Title: _____

Date: _____

Note: If you HIRE non-related employees, you are no longer eligible to operate under the “family of five or fewer act” and MUST obtain workers’ compensation coverage.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

~~[] [Contracting Officer check if following paragraph is applicable]
(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)~~

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions ~~(applicable to contracts exceeding \$100,000)~~

~~(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.~~

~~(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:~~

~~(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;~~

~~(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and~~

~~(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.~~

~~(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.~~

~~(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.~~

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder represents and certifies as part of its bid/ offer that it --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation

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

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

~~**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)~~

~~The bidder certifies that:~~

~~(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities;~~

~~(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,~~

~~(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.~~

~~**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)~~

~~(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.~~

~~(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.~~

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)