



**FAHA-2024-03**  
**Request For Proposals (RFP)**

Request for Proposals (RFP) For Architectural /Engineering Services

**Issue Date: May 15, 2024**

Fairfield Alabama Housing  
Authority  
6704 Avenue D  
P.O. Box 352  
Fairfield, AL 35064  
Office (205) 923-8017      Fax (205) 923-5574

## INTRODUCTION

The FAIRFIELD ALABAMA HOUSING AUTHORITY (FAHA) participates in the U. S. Department of Housing and Urban Development (HUD) Capital Fund Program. The FAHA adheres to the procurement regulations of 24 CFR 85.36. Under these programs, the Authority will meet its requirements and plan several major physical improvement projects. The first of said projects is to modernize the bathrooms in its units.

The FAHA currently owns and operates two (2) sites, Mattie Gill Jackson Gardens and Demetrius C. Newton Gardens public housing developments.

This solicitation is to select an **Architectural/Engineering** firm for the design of the bathroom modernizations to serve a (1) year contract for any/all modernization/architectural service.

PROPOSALS AVAIABLE AT FAHA CENTRAL OFFICE

**FAIRFIELD ALABAMA HOUSING AUTHORITY  
6704 AVENUE D  
PO BOX 352  
FAIRFIELD, ALABAMA 35064**

For additional information on receiving a copy of the RFP, please contact our office at 205-923-8017 extension 225. Fairfield Alabama Housing Authority reserves the right to reject any and/or all proposals. Fairfield Alabama Housing Authority is an Equal Opportunity Employer and Contracting Agency.

**Proposal will be received until 3:00pm local time, on June 20, 2024.** All questions must be submitted in writing to the Authority at least seven (7) days prior to the date proposals are due. Please note that questions will be answered through email; please refrain from forwarding questions after this designated date. Questions may be submitted by email to Dionne Bryant ([dbryant@fairfieldha.org](mailto:dbryant@fairfieldha.org)). The Authority will respond to written questions in the form of Addenda that will be made available to all prospective proposers. Oral communication is discouraged, and the Authority will not be bound by any oral answers or interpretations of the Request for Proposals. Proposals may be withdrawn by written request prior to award.

**REQUEST FOR PROPOSALS**

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## A. GENERAL CONDITIONS

### 1. INTRODUCTORY:

To be given consideration, proposals must be made in accordance with the following instructions and must be received by FAHA, not later than the date and time set forth in the Introduction. FAHA reserves the right to reject any or all qualifications and to waive technicalities and informalities.

### 2. The following information shall appear on the outside of the package

**REQUEST FOR PROPOSALS 2015-2**  
**Architectural / Engineering Services**  
**CAPITAL FUND PROJECT**  
**Fairfield Alabama Housing Authority**  
**6704 Avenue D, PO Box 352**  
**Fairfield, AL 35064**

### 3. QUALIFICATIONS:

One (1) original and three (3) copies of the proposals will be received by FAHA no later than the date and time for the work as set forth in the Introduction. Qualifications received after the specified time will not be considered.

### 4. ADDENDA (Amendment):

The proposer shall acknowledge in their submission receipt of any Addendum to this RFP by signing the document on the acknowledgement line of the amendment. Proposer's failure to acknowledge an Addendum may result in rejection of the submission.

### 5. CONTRACT AWARD:

A contract will be awarded to the most qualified and responsive and responsible offerer, unless all submissions are rejected. Qualifications will be evaluated on a combination of factors. These factors are outlined in Section D: Qualifications.

### 6. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS:

The Proposal must be by an architectural firm registered and licensed to practice architecture in the State of Alabama; all consulting engineers on the team must also be registered and licensed to practice in the State of Alabama.

**PROPOSERS QUALIFICATIONS:** The firm may be required by the Owner, before the Contract is awarded, to document qualifications and capability to the complete satisfaction of the Owner. The firm may, therefore, be required to show possession of the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner; capacity to implement and complete the work within the time specified; experience in work of a similar nature, and past history and references which will verify their qualifications for executing the work. Firms may be requested to provide a presentation and demonstration of their qualifications and services. This presentation, if requested, will be part of the overall selection process.

### 7. INSURANCE:

Proof of current Errors and Omissions Insurance at time of submission, sufficient to cover the work to be performed.

### 8. COMMENCEMENT, PROSECUTION, AND COMPLETION:

The Proposer will be required to commence work under this contract within ten (10) days after its receipt of a written Notice-to-Proceed from the Owner to execute the work.

### 9. REJECTION OF A QUALIFICATION:

Failure to observe the foregoing instructions and conditions will constitute grounds for rejection of the proposal by the Owner.

### 10. RIGHTS AND REMEDIES:

The rights and remedies of the Owner as stated in the foregoing shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

11. NON-DISCRIMINATION/SECTION THREE:

The proposer, by the submission of this proposal, agrees as the supplier of services covered by this solicitation or contract that they will not discriminate in the employment, in any way, against any person or persons, or refuse to continue the employment of any person or persons because of their race, gender, religion, color, age, Vietnam or other veteran status, creed or national origin. Offerers must also agree to comply with Executive Order entitled "Equal Employment Opportunity" as amended by Executive Order 11246, as supplemented by the Department of Labor Regulations (41 CFR Part 60).

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). All proposers must sign and submit the Section 3 form included in this RFP.

**B. INSTRUCTIONS FOR SUBMITTING RESPONSES**

1. SUBMISSION OF QUALIFICATIONS:

FAHA is contracting with Architectural and Engineering firms to provide design services for the Mattie Gill Jackson Gardens and Demetrius Newton Gardens. The work will include:

- 1.1 Architectural and Engineering design services for all modernizations and construction projects
- 1.2 Schematic Design through Construction Document drawings
- 1.3 Specifications and cost estimating
- 1.4 Construction Contract Administration services
- 1.5 **Bathroom Modernization** The selected firm will be responsible for development of construction bid documents for construction of bathroom modernization. The selected firm will also be responsible for the associated design of all related engineering. All aspects of the design should be compatible in an architectural style appropriate and meet all required codes and requirements

**C. QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS**

1. QUALIFICATIONS FOR SELECTION OF A / E's

One (1) original and three (3) copies of the qualification responses shall be provided in a loose leaf, three-ring binder. All responses shall include a cover letter and table of contents. Qualification evaluations will be performed by the Owner. Following completion of the RFP evaluations, the firm(s) deemed best qualified will be awarded points in the descending order of importance and submitted as noted on the following page;

Name: Architectural / Engineering Services, Bathroom Modernization Mattie Gill Jackson and Demetrius Newton Gardens		RFP 2024-3	
<b>Scoring Evaluation Plan</b>			
<b>RFP Service or Product Description: FAHA Architectural / Engineering Services</b>			
<b>Evaluation Criteria</b>	<b>Assigned Points</b>	<b>Score</b>	
<i>Firm Ability</i>			
Evidence of the architect/engineer's firm ability to perform the work as indicated by profiles of principals and staff's professional and technical competence and experience.			
<i>Total Ability Points</i>	<b>30 Points</b>		
<i>Capacity</i>			
Capability and capacity to provide the required professional services			
<i>Total Capacity Points</i>	<b>20 Points</b>		
<i>Experience</i>			
Experience with design projects of similar scope and size.			
<i>Total Experience Points</i>	<b>20 Points</b>		
<i>Project Approach</i>			
Approach to design, coordination and Contract Administration.			
<i>Total Approach Points</i>	<b>10 Points</b>		
<i>Related Projects</i>			
Quality and appropriateness of design, as evidenced by similar projects.			
<i>Total Related Projects Points</i>	<b>10 Points</b>		
<i>Quality of References</i>			
The quality of the references, their relevancy to the scope of services and the degree to which the reference checks provide affirmation of the Proposer's competence and appropriateness for the project.			
<i>Total References Points</i>	<b>10 Points</b>		
<i>Total Available Points</i>			
	<b>100 Points</b>		

2. Submit representative examples of concept drawings and pictures for scope of services.
3. New construction - Provide at least three (3) examples and include:
  - 3.1 Brief description of project
  - 3.2 Construction cost (date of completion)
  - 3.3 Owner's names, addresses and telephone numbers
4. Once the responding firms have been ranked, FAHA, in its appropriate discretion, will enter contract negotiations with respondents in the competitive range to negotiate fees and specific contract requirements for the stated scope of work. Fees to be negotiated shall include all costs associated with the work, including the cost of all subconsultants and reimbursable expenses.

#### **D. SCOPE OF SERVICES TO BE PERFORMED**

The professional tasks to be performed by the Architect have as their objective the design and production of technical documents and construction administration for complete and properly functioning residential facilities.

The Owner will provide the Architect with all design and construction documents produced by these design professionals for the Architect's use in performance of its work, including;

- 1.1 Building Specification Guidelines
- 1.2 Prototypical Unit Designs
- 1.3 Project Master Plan
- 1.4 Design and Construction documents for associated improvements

The facilities to be designed by the selected Architect shall be suitable for the purposes for which they are intended, comply with all applicable codes and laws. It is a requirement that Construction documents for all facilities be completed on a timely basis and be designed within the approved construction budget. The services are described under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase.

##### **1. PHASE 1 — PRE-CONTRACTUAL**

Upon receipt of notification from the Owner that you have been designated as Architect for the project, the following tasks should be completed prior to execution of an agreement.

- 1.1 Review scope and type of project.
- 1.2 Review program requirements for completeness and suitability with the Owner's Construction Representatives.
- 1.3 Review Owner's time schedule for bidding, construction, and occupancy.
- 1.4 Review Owner's budget and determine its basis (e.g., cost estimate, available funds, etc.).
- 1.5 Review whether project budget, project time schedule and project program are compatible.
- 1.6 Organize the team (structural, mechanical, electrical, civil and any special consultants).
- 1.7 Administrative – prepare and update design activity schedule for submission to FAHA. Coordinate meetings with utility providers, city authorities and other authorities having jurisdiction. Preparation of all documents and makes application for required variances; and coordination with any consulting group(s) engaged by the Owner. Establish and maintain project documentation files.

##### **2. PHASE 2 — SCHEMATIC DESIGN PHASE**

- 2.1 The Architect shall assemble and review all necessary legal requirements such as codes, ordinances and other related standards.
- 2.2 The Architect shall complete the following tasks:
  - (a) Request and receive from each consultant proof of professional liability insurance coverage.
  - (b) Obtain Owner's approval of consultants. Negotiate, prepare and execute consultant's agreements when required. The Owner reserves the right to reject any consultant, for

any reason: if the Owner has reasons to believe the consultant will not perform satisfactorily.

- (c) Obtain from appropriate consultants' requirements for investigations and tests including soil borings, test pits, percolation tests, soil boring values, etc., necessary for proper execution of their work and request such information from Owner. Advise Owner that you are securing proposals for this work, if applicable.
- (d) Have appropriate staff members and consultants examine the site.
- (e) Provide engineers and consultants with pertinent program data and functional space diagrams.
- (f) Prepare general description of the project, construction, and equipment outlines.
- (g) Provide cost estimation and manage compliance with budget.

2.3 The Architect shall examine and analyze available information provided by the Owner and shall advise and recommend as to additional information necessary to begin specific design work on the Project.

2.4 Upon analysis of all available information and prior to initiating any design tasks, the Architect shall participate in a Pre-Design Project Analysis of the dates specified in a critical list of dates. The Architect shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the Owner.

2.5 Upon written authorization from the Owner to proceed and, based on the approved Design Narrative, the Project Construction Budget, Program of Requirements, and the Management Plan, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the FAHA.

2.6 The Architect shall provide the Owner with two (2) copies of Schematic Design Submittal for the review of the Schematic Design Phase. At the end of the Schematic Design Phase the Architect shall provide the Owner with two (2) complete sets of the drawings and other documents for approval by the Owner. One (1) set will be returned to the Architect with approval and/or notations.

2.7 The Architect shall participate as requested in meetings with Owner to review the project and receive the Owner's input. The Owner will schedule meetings with the architect and the appropriate representatives.

2.8 If required, the Architect shall make a maximum of five (5) presentations of the schematic design to parties designated by the Owner.

### 3. PHASE 3 — DESIGN DEVELOPMENT PHASE

3.1 The Architect shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

3.2 The Architect shall confer with and obtain preliminary review from regulatory agencies such as Building Department, Fire Marshal (state & local), Department of Health, Zoning Commission, Planning Commission, and Design Review Board.

3.3 Design Development Documents prepared by the Architect shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account the Owner's comments on the previous submittal. The report shall incorporate the Architect's Construction Contract(s) Award Price(s) (CCAP) estimate and breakdown. The Architect shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP.

3.4 Further, the report shall include a summary of programmed versus actual square footage by room or area, such discussion of design factors, if any, as are pertinent in the opinion of the Architect; and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Drawings shall include dimensioned site development plan, (if required) floor plans, elevations, and one or more typical sections indicating proposed construction. Drawings shall also include information on



major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical, and electrical.

- (a) The Architect shall provide the Owner with two (2) copies of in-progress Design Development Documents during the Design Development Phase if requested by the Owner. At the end of the Design Development Phase the Architect shall provide the Owner with two (2) complete sets of drawings and other documents for approval by the Owner.
- (b) The Architect shall submit to the Owner in writing all code research and the results of that research.
- (c) Obtain Owner's written approval of design development documents and authorization to proceed to the construction documents phase.

a. PHASE 4—CONSTRUCTION DOCUMENTS PHASE

- i. When the construction documents are complete and contain all appropriate information, the Architect shall confer with and obtain approval from such regulatory agencies as Bureau of Buildings, City Fire Marshall, and Department of Health. The Architect shall check with the applicable regulatory agencies and establish schedule for submission and/or review. Any disapproval from these agencies must be corrected before drawings are released.
- ii. The Architect shall complete the following tasks:
  - 1. Coordinate the work of all members of the team, including;
    - a. Consultants.
    - b. Coordinate drawings with Project Specification.
  - 2. Check all completed documents for coordination, compliance with program, accuracy and cross-coordination with the consultants' and engineers' work and have them make similar checks.
  - 3. Revise documents if required after checking and have consultants and engineers do the same.
  - 4. Place Architect's and Engineer's seals on the documents and obtain any necessary signatures required by reviewing authorities.

b. PHASE 5 — CONSTRUCTION ADMINISTRATION PHASE

- i. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Final Completion payment is made by the Owner.
- ii. The Architect shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Proposer for various portions of the work.
- iii. The Architect shall review and confirm Change Order documentation.
- iv. The Architect will be required to review and approve each monthly payment application submitted by the Proposer to the Owner.
- v. As directed by the Owner through its PMT, the Architect shall be a point of contact with the General Contractor, except when the Owner shall direct the Architect otherwise. All instructions to the General Contractor shall be issued by the Architect.
- vi. The Architect and its consultants (including, but not limited to, the structural, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and its consultants shall make written reports and shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Architect observes any work that does not conform to the Contract Documents, the Architect shall immediately make an oral and written report of all such observations to the Owner.
- vii. The Architect and its consultants shall make as many observations as may be reasonably required to fulfill their obligations to the Owner. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work and shall not be responsible for the General Contractors failure to carry out the Work in accordance with the Contract Documents, but the Architect is responsible for pointing out any failures.
- viii. The Architect and the Owner jointly shall have authority to condemn or reject work when in the Owner's or the Architect's opinion the Work does not conform to the Contract Documents.

Whenever in the Owner's or the Architect's reasonable opinion it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the Owner shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

- ix. When the Architect and the Owner agree that the Work or portions of the Work are substantially complete, the Architect and its consultants shall inspect the Work or portions of the Work and prepare and submit to the Owner a punch list of the Work of the Contractor which is not in conformance with the Contract Documents. The Owner shall transmit such punch lists to the Contractors. The Owner may request that the Architect inspect and prepare a punch list on any portion of the Work.

**HUD 5369-A**

**REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF BIDDERS**

**U. S. Department of Housing and Urban Development  
Low-Rent Public Housing**

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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 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.

(2) 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/her position in the bidder's organization];

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

(ii) 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 his/her bid a signed statement setting forth in detail the circumstances of the disclosure.

[X] [Contracting Officer check if following paragraph is applicable]

(d) Non-Collusive Affidavit.

(1) Each bidder shall execute, in the form provided by the PHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation regarding any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit to the effect that he/she has not colluded with any other person, firm, or corporation regarding 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 A 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 the 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 employee or officer to give consideration or to act regarding a PHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of his/her 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 (b)(1) or (b)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA 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/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/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/her behalf in connection with this solicitation, the bidder shall complete and submit with his/her 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 more than \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering 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.

#### **4. Organizational Conflicts of Interest**

The bidder certifies that to the best of his/her 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 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 his/her knowledge and belief, neither he/she, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractor's 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 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 requires a minimum acceptance period of sixty (60) calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's minimum requirement. The bidder allows the following acceptance period: 60 calendar days.
- (e) A bid allowing less than the PHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with his/her bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) the 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--

- (a)  is,  is not a small business concern. A 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 standard in 13 CFR 121.
- (b)  is,  is not a women-owned business enterprise. A 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. A Minority business enterprise@, as used in this provision, means a business which is at least 51 percent owned and 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. Certification of Eligibility under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)**

- (a) By submission of this bid, the bidder certifies that neither he/she 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.

**9. Certification of Non-segregated Facilities (applicable to contracts exceeding \$10,000)**

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of General Conditions of the Contract for Construction.
- (b) Segregated Facilities, as used in this provision, means any waiting rooms, work areas, rest rooms and washrooms, 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 based on race, color, religion, or national origin because of habit, local custom or otherwise.

(c) By the submission of this bid, the bidder certifies that he/she does not and will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not and will not permit his/her employees to perform their services at any location under his/her 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 he/she 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, he/she will--

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in his/her 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 Non-segregated Facilities**

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding, \$20,000 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 all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

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

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

The bidder certifies that:

(a) Any facility to be used in 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 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.

**11. 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 A Previous Participation Certificate [ ] is, [ ] is not included with the bid.



**12. 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)

FAHA Certification of Non Discrimination

The proposer/bidder agrees and warrants that in the performance of the contract, if awarded, such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, or disability. The supplier further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, or disability. It is understood that non-discrimination shall include all forms of harassment and particularly sexual harassment. The contractor hereby certifies the foregoing, and that the contractor will adhere to and enforce all applicable federal, state, and local laws pertaining to non-discrimination.

Authorized Signature:

For: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Date: \_\_\_\_\_

### SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- 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 implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 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 section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulation 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.

Acknowledged:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
NON-COLLUSIVE AFFIDAVIT  
(Prime Bidder)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposed and says that he/she is a partner or officer of the firm of \_\_\_\_\_, 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, be agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said price, or that of any other bidder, or to secure any advantage against the Housing Authority of the Birmingham District, of any personal interest in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: \_\_\_\_\_  
(Bidder, if the bid is an individual; Partner, if the bid is a partnership; Officer, if the bid is a corporation)

Subscribed and sworn to before me this  
day of \_\_\_\_\_, 202 .

My commission expires \_\_\_\_\_, 202 .

**EXHIBIT A**

**MODEL FORM OF AGREEMENT BETWEEN  
OWNER AND DESIGN PROFESSIONAL  
FORM HUD-51915**

**EXHIBIT B**

**STANDARD FORM 330  
ARCHITECT-ENGINEER QUALIFICATIONS**