



HOUSING COMMISSION OF ANNE ARUNDEL COUNTY  
7477 BALTIMORE-ANNAPOLIS BLVD.  
GLEN BURNIE, MD 21061  
(410)222-6200 ♦ FAX (410)222-6214 ♦ TDD-MDRELAY711

**HCAAC  
REQUEST FOR PROPOSAL  
INVITATION TO BID**

- INVITATION TO BID:** **Emergency Generator Replacement**
- PROJECT LOCATION:** **Pinewood Village Apartment Complex, 7885 Gordon Ct., Glen Burnie, MD 21060**
- BID ISSUE DATE:** **Tuesday, June 15, 2021 4:00 P.M. CST**
- QUESTIONS DUE BY:** **Tuesday, June 29, 2021 4:00 P.M. EST**
- BID SUBMISSION DEADLINE:** **Tuesday, July 13, 2021 4:00 P.M. EST**
- SUBMISSION ADDRESS:** **Michael C. Hale, Director of Modernization  
Housing Commission of Anne Arundel County  
7477 Baltimore-Annapolis Blvd., Suite 301  
Glen Burnie, MD 21061  
mchale@hcaac.org**
- QUESTIONS:** **Submit questions by the above listed date via email to  
Michael C. Hale, Director of Modernization at [mchale@hcaac.org](mailto:mchale@hcaac.org)**

**INVITATION TO BID**

The Housing Commission of Anne Arundel County (HCAAC) seeks a qualified and licensed contractor to furnish all labor, material, tools, equipment and services necessary for the project as set forth in the Scope of Work for:

Invitation for Bid: **Emergency Generator Replacement**  
Project Location: **Pinewood Village Apartment Complex, Glen Burnie, MD 21060**

One signed copy of the proposal can be submitted electronically to [mchale@hcaac.org](mailto:mchale@hcaac.org) or by mail or other courier to **HCAAC, 7477 Baltimore-Annapolis Blvd., Suite 301, Glen Burnie, MD 21061.**

Proposals received are held in confidence and not releasable until after contract award.

By submission of a proposal, the bidder agrees if the proposal is accepted to enter into a contract with the Housing Commission of Anne Arundel County (HCAAC) to complete all work as specified for the contract price and within the contract time indicated in the RFP. The bidder also accepts the terms and conditions of the RFP.

Persons requiring special accommodations should immediately contact HCAAC at 410-222-6200 Ext 1200 or via the TDD number at MDRELAY711.

HCAAC reserves the right to accept or reject any or all proposals, or any part of any proposals, and to waive any informalities or irregularities.

HCAAC, in accordance with Executive Orders 11625 and 12138, encourages participation by businesses owned and operated by minorities and women.

Minority contractors are encouraged to respond to this invitation and announcement. EOE/MF

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## 1. NOTICE AND INTRODUCTION

HCAAC solicits competitive proposals from qualified firms to provide contractor services as listed in the

Invitation for Bid: **Emergency Generator Replacement**  
Project Location: **Pinewood Village Apartment Complex, Glen Burnie, MD 21060**

Offerors submitting proposals to the RFP must not be debarred, suspended, or otherwise prohibited from professional practice by any Federal, State or Local Agency.

Copies of the RFP may be obtained on the HCAAC website at [www.hcaac.org](http://www.hcaac.org) on the home page under the "Solicitations" tab.

Questions regarding this RFP should be directed via email to Michael C. Hale at [mchale@hcaac.org](mailto:mchale@hcaac.org) by the date listed above.

HCAAC is an Equal Opportunity Employer. It does not discriminate and does not do business with others who discriminate on the basis of race, color, national origin, sex, religion, age, familial status, disability, marital status, ancestry, sexual orientation or gender identity in the employment or provision of services. HCAAC is a Public Housing Agency and does not operate under the guidelines stipulated for Indian Housing Authorities.

One signed copy of the proposal can be submitted electronically to [mchale@hcaac.org](mailto:mchale@hcaac.org) or by mail or other courier to HCAAC, 7477 Baltimore-Annapolis Blvd., Suite 301, Glen Burnie, MD 21061.

One signed copy of the proposal must be submitted to the Housing Commission of Anne Arundel County by the date listed above.

Proposals received after this date and time will not be accepted.

## 2. STATEMENT OF BIDDER'S QUALIFICATIONS

The HCAAC will require a Statement of Qualifications on the form furnished for that purpose relative to the bidder's financial resources, construction work experience, and organization and equipment available for the work contemplated. The HCAAC shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the HCAAC all such information and data for this purpose as the HCAAC may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the HCAAC that the bidder is qualified to properly carry out the terms of the specifications.

The following information should be contained in the statement of Bidder's Qualifications:

- Number of years' experience in the specified work, and specifically the number of years in the Baltimore-Washington Metropolitan Area - including Anne Arundel County.
- Specific, relevant experience in the remodeling, renovation and reconstruction of similar projects. List projects, location, size in square feet, date of completion, Owner with contact name and phone number.
- Experience in the remodeling, renovation and reconstruction of sites, buildings or portions of buildings that have remained occupied during construction.

## 3. CORRECTIONS

Erasures or other changes in the bid must be dated and initialed over the signature of the Bidder.

## 4. REJECTION OF BIDS

In determining the successful bidder, the following elements in addition to those mentioned will be considered:

- maintains a permanent place of business
- has adequate plant equipment available to do the work properly and expeditiously
- has suitable financial resources to meet the obligations incident to the work
- has appropriate technical experience

- has made a good faith effort to employ area residents
- has made a good faith effort to solicit bids from minority or female owned business enterprises and the
- extent to which said bidder is successful in this regard

## 5. INSPECTION OF SITE BY BIDDERS

All bidders should visit the project and familiarize themselves with local conditions affecting the work. In order to do this, bidders shall make appointments to visit the site by calling

**Michael C. Hale, Director of Modernization at 410-222-6200 ext. 1200 or email [mchale@hcaac.org](mailto:mchale@hcaac.org)**

between the hours of 9:00 A.M. and 3:00 P.M., Monday through Friday.

## 6. SUMMARY OF APPLICABLE EQUAL OPPORTUNITY

In accordance with Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Equal Opportunity Clause, the Certification of Nonsegregated Facilities, and the Certification of Compliance with Affirmative Action Requirements for Equal Employment Opportunity, which are included in this section, are mandated by this Executive Order and the implementing regulations.

In accordance with Title VI of the Civil Rights Act of 1964, there shall be no discrimination on the basis of race, color, or national origin in activities covered by this Contract.

In accordance with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, no person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination in activities covered by this Contract, including employment, on the ground of race, color, national origin, sex, or religion, either directly or through contractual, licensing, or other arrangements.

Section 109 also applies to this Contract any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975.

Section 109 also applies to this Contract any prohibition against discrimination with respect to an otherwise qualified person with disabilities, as provided in Section 504 of the Rehabilitation Act of 1973. In accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, there shall be no discrimination against persons with disabilities regarding employment or other economic opportunities resulting from this Contract.

## 7. THE EQUAL OPPORTUNITY CLAUSE

*Inclusion of the following clause in this Contract is required by Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60. It contains the following important provisions:*

- *nondiscrimination in employment and treatment during employment,*
- *notices to be posted at the job site,*
- *equal employment opportunity statement in solicitation and advertising,*
- *notification to labor unions,*
- *agreement to comply with all provisions of Executive Order 11246,*
- *agreement to furnish required reports,*
- *agreement to permit access to records,*
- *sanctions and remedies for non-compliance, and*
- *inclusion of clause in all subcontracts and obligation of Contractor to help enforce it.*

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, and available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor unions or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, this contract *may* be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: *Provided, however,* that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, and available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
9. The contractor will, in all solicitations or advertisements for employees placed by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
10. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor unions or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
12. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
13. In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, this contract *may* be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
14. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: *Provided, however*, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**8. POLICY WITH RESPECT TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MBEs/WBEs)**

To the maximum extent feasible, opportunities for contracting in connection with this project shall be given to MBEs/WBEs. Upon acceptance of a bid by the Corporation, if any portion of the contract is subcontracted, the Contractor will be expected to solicit MBE/WBE firms to bid on various aspects of the contract. Resources available to assist the Contractor in finding or notifying MBE/WBE firms include, but are not limited to the following.

The County's MBE Program:  
 MBE Coordinator, Office of the Purchasing Agent  
 2660 Riva Road, Third Floor  
 Annapolis, MD 21401  
 (410) 222-7667

Various MBE/WBE directories available for Contractors' use from 8:30 a.m. to 5:00 p.m., Monday through Friday, at:

Arundel Community Development Services, Inc.  
 2660 Riva Road Suite 210  
 Annapolis, MD 21401  
 (410) 222-7600

Maryland Metropolitan Association of Minority Contractors, Inc.  
 2213 Brookfield Avenue  
 Baltimore, MD 21217  
 (410) 523-2700

Minority Supplier Development Council  
 9150-B5 Rumsey Road  
 Columbia, MD 21045  
 (410) 997-7599

National Association of Minority Contractors  
 806 15th Street, NW Suite 340  
 Washington, DC 20005  
 (202) 347-8259

For each MBE/WBE with whom a Contractor enters into a contract, the attached MBE/WBE Identification Statement shall be completed (Section 00215). This form was designed by the Corporation to obtain information, which it must report to the federal government on behalf of Anne Arundel County regarding MBE/WBE participation in certain HUD programs. It is the only MBE/WBE certification required for this project by the Corporation and by HUD, however, some projects, which are partially financed by the State of Maryland.

## **9. SALES AND USE TAX**

The HCAAC is a political subdivision of the State of Maryland and sales to it are exempt from Maryland Sales Tax. HCAAC does not issue its Tax I.D. Number for the purchase of materials by Contractors under the terms of Construction Contracts.

## **10. BASE BID**

The Base Bid shall be a lump sum amount for all the required work. If requested within the Bid Form, unit prices may be given for specified materials and work.

## **11. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS**

1. Any bid received at the HCAAC location designated in the solicitation after the exact time specified for receipt will not be considered. See Article 6, Instruction to Bidders
2. Any modification or withdrawal of a bid is subject to the same conditions as in (1) above. A bid may also be withdrawn in person by a bidder or its authorized representative, provided its identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time/date set for receipt of bids. See Article 8, Instructions to Bidders.
3. Expand Article 8, Withdrawal of Bids to include: No Bid may be withdrawn within 60 days after date of opening of bids.

## **12. PRODUCT AND MATERIALS SUBSTITUTION**

In order that the bid may be considered responsible, the Bidder must bid on that which is specified and provide all data specified in the Attachment: Scope of Work. The selection of material and equipment specified are for setting the standard of quality, performance, and capacity required. Where trade names or catalog numbers are used, such references serve the sole purpose of establishing acceptable quality and performance standards of the desired product, and any other products, which meet the intent of such quality, and performance standards are also acceptable. Materials and equipment submitted by the Contractor for substituting the specified material and/or equipment shall meet or exceed the standards of the materials and equipment specified.

All requests for substitutions of products, materials or methods from that listed in the specifications must be submitted to the Director of Modernization in writing, at least 7 calendar days prior to the bid opening date. This request must be accompanied with documentation of product performance from the manufacturer with an explanation of any differences in performance standard from the specified product. Each such request shall include a complete description of the proposed substitution, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation.

If the Director of Modernization accepts that product, all other bidders shall be notified by Addendum of the acceptability of this product.

After the bid opening, products, materials or methods may not be substituted unless they were included in the bid or unless such becomes subsequently unavailable due to reasons beyond the control of the Contractor and approved by the Director of Modernization.

## **13. NOTICE TO PROCEED**

Upon approval of the contract documents and the Contractor's plan of operations, the HCAAC shall issue a written "NOTICE TO PROCEED" to the Contractor. No work may commence prior to issuance of the "Notice to Proceed".

## **14. DAVIS BACON WAGE RATES ANNE ARUNDEL COUNTY MARYLAND**

The Contractor and all of his subcontractors are required to pay the minimum rates of pay in accordance with the General Conditions as established by the U. S. Department of Labor and/or HUD. A copy of the applicable minimum rates of pay are required to be posted at the jobsite until project completion. Only Davis-Bacon Wage Rates/HUD Determined Rates issued by the Department of Housing and Urban Development will be applicable. The Office of Davis-Bacon and Labor Standards (DBLS) is responsible for HUD's overall compliance with the Federal prevailing wage requirements applicable to HUD-assisted and insured housing and community development programs covered under the Davis-Bacon and Related Acts. Davis-Bacon and Labor Standards also administers Federal prevailing wage requirements applicable to maintenance employees of public housing agencies and Tribally Designated Housing Entities. [https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards) and <https://beta.sam.gov>

## **15. SECTION 3 COMPLIANCE:**

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

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
2. 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.
3. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
4. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
5. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
6. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## **16. SCOPE OF SERVICES**

1. Perform services consistent with skills ordinarily provided by Contractor under similar circumstances.
2. Not to engage in activity, or accept employment, interest or contribution that would reasonably appear to compromise the Contractor's judgment with respect to this Project.
3. Maintain insurance for the duration of this Agreement to include:
4. Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than \$500,000 combined single limit and aggregate for bodily injury and property damage.
5. Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than the limits.
6. Professional Liability covering Contractor's negligent acts, errors and omissions in performance of services with policy limits of not less than \$1,000,000 per claim and in the aggregate.
7. Owner certificates of insurance, will be provided to the Owner, showing compliance, and the Owner as additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies
8. Obtain information and reports regarding applicable requirements for equal employment opportunity programs, HUD Section 3, Davis Bacon Wage Rate compliance and Minority Business Enterprise (MBE).

9. When the Work is substantially complete, the Contractor will confirm the completeness of the project.

## 17. TERMS OF PAYMENT

Payment will be net 30 days upon receipt of invoice and subject to HCAAC approval.

## 18. PREPARATION OF PROPOSAL

Proposals will be reviewed for compliance with submission requirements. Proposals not meeting the submission requirements will be determined as non-responsive. Responsive proposals will be evaluated based on the following:

1. EXPERIENCE- The HCAAC will attach great importance to the proposing firm or individual's actual experience in providing the proposed services. The experience and qualifications of the personnel who directly provide the services will be evaluated.
2. CAPACITY- Evidence of the firm's ability to perform the required services in the designated time.
3. PRICE- Reasonableness of proposed cost to the Housing Commission from providing the required services.
4. EQUAL OPPORTUNITY AND SECTION 3 REQUIREMENTS, PARTICIPATION, AND EXPERIENCE.

Each evaluation factor carries a relative weight. The weight of each evaluation factor listed above is defined in the Evaluation Plan below. Best and final offers may be requested from the offerors who are rated in the competitive range. Highest Possible Score: 100. Negotiations may be conducted with offerors who submit responsive and responsible offers.

## 19. EVALUATION CRITERIA

The HCAAC will award a contract to the firm with the most responsive proposal, which best meets the needs of the Housing Commission. Each representative on the evaluation committee will rate each proposal received, according to the evaluation criteria and point system listed below based on a 100-point evaluation.

Points Available	Criteria	Description of Criteria
40 points	Capacity	<ul style="list-style-type: none"><li>• Specific, relevant experience of similar projects. List projects, location, size in square feet, date of completion, Owner with contact name and phone number.</li><li>• Has adequate equipment available to do the work properly and expeditiously;</li></ul>
20 points	Experience	<ul style="list-style-type: none"><li>• Number of years' experience in the specified work, and specifically the number of years in the Baltimore-Washington Metropolitan Area - including Anne Arundel County.</li><li>• Maintains a permanent place of business</li><li>• Has made a good faith effort to employ area residents;</li></ul>
25 points	Price	<ul style="list-style-type: none"><li>• Has suitable financial resources to meet the obligations incident to the work</li></ul>
15 points	Completeness of Proposal	<ul style="list-style-type: none"><li>• The extent to which Proposal conforms to requirements of the RFP.</li></ul>

## 20. GENERAL FEDERAL PROVISIONS FOR CONSTRUCTION CONTRACTS OF \$100,000.00 OR MORE

The following general federal provisions are a part of this Contract and do not require submittal of additional documentation, forms, reports, or certifications, except in unusual circumstances.

1. Interest of Local Public Officials. No member of the governing body of Anne -Arundel County, Maryland (referred to herein as "the County") and no other public official of the County who exercises any Exactions or responsibilities in the review or approval or the carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
2. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share in or part of this Contract or to any benefit to arise there from
3. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein, or any other interest which would conflict with the performance of this contract and covenants that no person having any such interest shall be employed.

4. Subcontracts and Other Contracts. The Contractor will certify that all contracts with applicants, recipients, subcontractors, and consultants contain the applicable federal requirements.
5. Access to Records. The Corporation, the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
6. Retention of Records. All required records pertinent to this Contract shall be retained by the Contractor for 4 years after final payment is made. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 4-year period. The records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 4-year period, whichever is later.
7. Accessibility. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered as a result of this Contract and made available through federal financial assistance, shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8 Subpart A. Section 8.4 of the Fair Housing Amendments Act of 1988, and Section 303 of the Americans with Disabilities Act of 1990.
8. Lead-Based Paint Requirement. The Contractor and subcontractors, vendors, and consultants shall comply with 24 CFR 35: Prohibition of Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard, when applicable to projects or programs resulting from this Contract.
9. Clean Air and Water Pollution. The Contractor and all subcontractors, vendors, and consultants shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. et. seq.) and the Federal Water Pollution Control Act (33 U. S. C.125 et. seq.), as amended, when applicable to projects or programs resulting from this Contract.
10. Energy Conservation. The Contractor and all subcontractors, vendors, and consultants shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
11. Eligibility of Contractor and Exclusion of Entities Debarred from Federally Funded Contracts. The Contractor certifies that neither the Contractor nor any person or firm who has an interest in the Contractor's firm is ineligible to be awarded contracts utilizing federal funds. The Contractor shall refrain from entering into any contract or contract modification with an applicant, recipient, contractor, subcontractor, vendor, or consultant debarred from contracts funded in whole or in part with federal funds or from participation in HUD programs.
12. Lobbying Certification. In accordance with the Housing and Community Development Act of 1974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the Contractor certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract;
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative contract, it will complete and submit Standard Form, "Disclosure Form to Report Lobbying", in accordance with its instruction, and
  - c. The Contractor will require that this language will be included in the award of contracts to all subcontractors, suppliers, and vendors related to this contract.

13. Submittal of Certifications, Forms and Reports. The Contractor must complete and, if applicable, require all subcontractors to complete all certifications, forms, and reports specified in this Contract in a manner acceptable to the Corporation. Interim and/or final payments may be withheld by the Corporation pending receipt and approval by the Corporation of these certifications, forms, and reports.

## **21. INSURANCE REQUIREMENTS**

### **1. General:**

- (a) The Contractor and each Subcontractor is responsible for his own insurance. This section explains the types, amounts, and limits of insurance coverage required of contractors doing work at the site of a project owned by the Housing Authority.
- (b) All required insurance shall be carried with financially responsible insurance companies and shall be kept in force until the contractor's work is accepted, and taken over by the Housing Authority.
- (c) Should any primary contractor, subcontractor, or sub-sub-contractor commence work of any nature at the project site without first having the required approved insurance in force, the Housing Authority shall immediately cause such work to be stopped until the infraction of contract requirements has been cleared. Any delay in contract performance which results from failure to comply with contract requirements shall be the sole responsibility of the primary contractor under whose supervision the infraction occurred.

### **2. Workmen's Compensation:**

The Housing Authority shall require each contractor and subcontractor to carry Workmen's Compensation Insurance for all employees engaged in operations under the Construction Contract, and provide statutory Workers' Compensation benefits covering all of their employees with respect to whom death or bodily injury claims could be asserted, as required under Maryland Law, and Employer's Liability with limits of at least \$100,000 each accident, \$100,000 each employee disease, and \$500,000 disease policy limit;

### **3. Comprehensive General Liability:**

The Housing Authority shall require each contractor to carry comprehensive general liability insurance, with bodily injury and property damage limits of not less than \$1,000,000 per occurrence (or such higher amount as the Housing Authority may require based on the trend in injury and/or death claims and damage to the property of others as a result of accidents) which may occur at the project site from operations under the Construction Contract and subcontracts. The insurance shall cover the use of all equipment, hoists, and vehicles on the project site.

### **4. Builders Risk:**

- (a) **Extent of Coverage:** The Housing Authority shall require the contractor to carry Builders Risk (fire and extended coverage) Insurance on all work in place and/or material stored at the building site, including foundation and building equipment. The contractor installing equipment supplied by the Housing Authority, such as ranges and refrigerators, shall carry insurance on the equipment from the time he takes possession thereof until issuance of the final Certificate of Completion. Builders Risk Insurance need not be carried on excavations, piers, footings, or foundations until work on the superstructure is started. Builders Risk Insurance is not required to be carried on landscape work.
- (b) **Risks to Be Covered:** The Builders Risk Insurance policy or policies shall provide for fire and extended coverage insurance for the benefit of the contractor, his subcontractors, and the HCAAC as their interests may appear against loss by fire, lightning, windstorm, hail, explosion, riots, riot attending a strike, aircraft, vehicle, and smoke damage. In localities particularly susceptible to earthquake disturbances, additional Builders Risk Insurance against loss by earthquake may be included if desired. Policies shall furnish coverage at all times for the full cash value of all completed construction as well as materials or equipment in place and/or stored at the site, whether or not partial payment has been made by the HCAAC. In some localities, windstorm coverage under the usual form of Builders Risk policies does not attach until the exterior of the Building is finally closed with all windows and doors permanently in place. Such policies should be endorsed to cover buildings in all stages of construction or reconstruction. If specific buildings are accepted and taken over for occupancy by the HCAAC, the contractor may terminate his insurance at such time on such buildings and the HCAAC shall provide fire and extended coverage insurance on such buildings thereafter.
- (c) **Cancellation Provision:** The HCAAC require that each Builders Risk policy carried by the contractor provide for at least 30 days' prior notice by the contractor of insurance company before the cancellation becomes effective.

### **5. Automobile Liability:**

Insurance with minimum limits coverage at \$1,000,000 each occurrence for property damage and \$1,000,000 each occurrence for bodily injury.

### **6. Excess Liability**

Coverage in the form of an umbrella endorsement over all of the above in an amount of not less than \$2,000,000.

### **7. Evidence of Contractor's and Subcontractor's Insurance Coverage:**

(a) Before a fly work begins, the contractor and each subcontractor are required to furnish the HCAAC with evidence (which may be in the form of a certificate) that the required Workmen's Compensation and comprehensive general liability insurance are in force. Before work has begun on the superstructure, the contractor is required to furnish similar evidence that the required Builders Risk Insurance is in force. Two copies of each certificate or other evidence are to be submitted. Upon request, one copy of each shall be sent to the HCAAC Project Manager.

(b) Insurance which expires before the contractor's work is accepted and taken over by the HCAAC is to be renewed and evidence thereof submitted to the HCAAC.

(c) If the Builders Risk policy is written on a reporting form, two signed copies of each report to the insurance company showing periodic value increases, shall be sent to the HCAAC by the contractor. Upon request, one copy of each report shall be sent to the HCAAC Project Manager.

### **8. Maintenance of Records:**

The HCAAC shall maintain an insurance record of policies carried by each contractor and his subcontractors to make certain the required coverage's are kept in force as required by the contracts. The records shall contain, at minimum, the following information: name and address of insurance company, policy number, type of coverage, amount of insurance, effective date of policy, and the expiration date of the policy. In order that the HCAAC may insure that all required coverage's are kept in force, all insurance companies writing the contractor's policies shall issue a Certificate of Insurance and give the HCAAC 30 days' prior notice of any cancellation or material change in their policy.

## **22. FEDERAL LABOR REQUIREMENTS: OVERVIEW OF IMPORTANT POINTS**

Federal Labor Standards apply to this Contract. These labor standards include Davis-Bacon and Related Acts. In brief, this means:

Wage rates paid to employees of the Contractor and employees of all subcontractors must be no less than those in the Department of Labor "Wage Determination" for this project.

The minimum wage rate for a trade not on the "Wage Determination" must be established in conjunction with the Corporation and HUD based on Department of Labor regulations.

Employees must be paid "time and a half for hours which exceed 40 in any one week, as mandated by the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 333).

Salaries of all employees of the Contractor and subcontractors under this Contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions as are mandatory bylaw or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland Anti-Kickback Act of June 13, 1934 (40 U. S. C. 276c). The Copeland Act makes it a criminal offense to induce any person employed under this Contract to give up any part of the compensation to which he or she is entitled.

Weekly Certified Payroll Reports must be submitted by the Contractor and all subcontractors, as mandated by the Copeland Act.

A "working subcontractor" who performs trade work at the project site and has employees working at the site must submit weekly certified payroll reports on which he includes the hours he worked on the project. However, he may identify himself on those reports as "owner" and omit the wage rate he pays himself.

*A "working subcontractor" who performs trade work at the project site and has no employees working at the site must be included on the General Contractor's weekly certified payroll reports. His trade, wage rate, and hours must be included. The terms "1099" or "subcontractor" may be used to indicate why no deductions are taken. Regardless of the bid amount of the subcontract, this subcontractor must actually be paid weekly and at a wage rate no less than that established by the Wage Determination or accepted additional classification procedures. If the subcontract provides for additional compensation, the amounts owed shall be paid by the General Contractor periodically and/or at the end of the project in response to invoices submitted by the subcontractor.*

Contractors must use the "Wage Determination" in effect when the bids are opened for this project. The most recent "Wage Determination" available is included in the bid documents. If this "Wage Determination" is modified by the Department of Labor prior to the opening of bids, the new rates will apply if the modification occurs at a time when it is still feasible for the Corporation to notify potential bidders.

**THE REQUIRED BID DOCUMENTS ARE PRESENTED IN THE FOLLOWING ORDER:**

1. FORM OF BID
2. BID PRICE BREAKDOWN
3. LEAD TIME FOR MATERIALS
4. STATEMENT OF BIDDER'S QUALIFICATION AND EXPERIENCE
5. FORM OF NON-COLLUSIVE AFFIDAVIT
6. CERTIFICATION OF NONSEGREGATED FACILITIES
7. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY STATEMENT
8. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE IDENTIFICATION STATEMENT
9. CERTIFICATE OF COMPLIANCE – SECTION 3
10. AUTHORIZATION TO SIGN CERTIFIED PAYROLL FORMS
11. CERTIFICATION OF ACKNOWLEDGMENT
12. HUD FORM 4010 FEDERAL LABOR STANDARDS
13. HUD FORM 5369 INSTRUCTIONS TO BIDDERS
14. HUD FORM 5369A STATEMENT OF BIDDERS
15. HUD FORM 5370 GENERAL CONDITIONS FOR CONSTRUCTION
16. HUD FORM 92554M SUPPLEMENTARY CONDITIONS FOR CONSTRUCTION
17. HUD FORM 2530 PREVIOUS PARTICIPATION
18. HUD FORM 2992 DEBARMENT

**ATTACHMENT: SCOPE OF WORK/SPECIFICATIONS: Project Data Sheets**

**FORM OF BID PROPOSAL**

Invitation for Bid: **Emergency Generator Replacement**  
Project Location: **Pinewood Village Apartment Complex, Glen Burnie, MD 21060**

From: \_\_\_\_\_  
(Name of Bidder)  
  
\_\_\_\_\_  
(Address)  
  
\_\_\_\_\_  
(Telephone Number - Include Area Code)  
  
\_\_\_\_\_  
(Federal ID Number)

To the: **Housing Commission of Anne Arundel County**  
**7477 Baltimore Annapolis Blvd., Suite 301**  
**Glen Burnie, Maryland 21061**

Gentlemen:  
The undersigned, having familiarized (himself/themselves) with the local conditions affecting the cost of the work, and with the Specification (including Invitation for Bid, Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, General Conditions, and the Special Condition, the General Scope of the work, the Technical Specification, and the Drawings) and Addenda as issued by the Housing Commission of Anne Arundel County, 7477 Baltimore Annapolis Blvd, Suite 301, Glen Burnie, Maryland, 21061 hereby proposes to furnish all labor, tools, materials, equipment, technical personnel, supervision, machinery, permits and services, including utility and transportation services necessary to satisfactorily complete all work required for the above mentioned property.

**TOTAL BASE BID FOR THE WORK DESCRIBED IN THE PROJECT MANUAL**

**TOTAL BASE BID SUM OF:**

\_\_\_\_\_ DOLLARS  
(In Words)

\$ \_\_\_\_\_  
(In Figures)

**BID PRICE BREAKDOWN:**

For the Housing Commission of Anne Arundel County information purposes only.  
The sum of all shall equal the total Base Bid.

**Sub-Contractor Breakdown of Cost:**

Division 01 — General Requirement	\$ _____
Division 02 — Site Construction	\$ _____
Division 03 — Concrete	\$ _____
Division 04 — Masonry	\$ _____
Division 05 — Metals	\$ _____
Division 06 — Wood and Plastics	\$ _____
Division 07 — Thermal and Moisture Protection	\$ _____
Division 08 — Doors and Windows	\$ _____
Division 09 — Finishes (Paint & Coatings)	\$ _____
Division 10 — Specialties	\$ _____
Division 11 — Equipment	\$ _____
Division 12 — Furnishings	\$ _____
Division 13 — Special Construction	\$ _____
Division 14 — Conveying Systems	\$ _____
Division 15 — Mechanical/Plumbing	\$ _____
Division 16 — Electrical	\$ _____
<b>Sub-Total of Divisions</b>	<b>\$ _____</b>

1. In submitting this bid, it is understood that the right is reserved by the Housing Commission of Anne Arundel County to reject any and/or all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required Bonds within ten (10) days after the Contract is presented to him for signature.

2. Security in the sum of \_\_\_\_\_ (Dollars) (\$) in the form of a Bid Guaranty of five percent (5%) of his bid or in the form of a Certified Check or Bid Bond is submitted herewith in accordance with the Specifications.

3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or the submitting of proposals for the contract for which this proposal is submitted.

4. The bidder represents that he ( ) has ( ) has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed in Executive Order 10925, 11114, or 11246 of the Secretary of Labor; that he ( ) has ( ) has not filed all required compliance reports, and that representations indicating submissions of the required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with the contractors or subcontractors who are exempt from the clause).

5. Certification of Non-Segregated Facilities: By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and the he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause of this contract. As used in this certification, the term "segregated facilities" 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 which 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. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

6. Liquidated Damages:

- a) As actual damages for any delay in completion are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Housing Commission of Anne Arundel County the sum hereinafter stipulated as fixed and agreed liquidated damages for each day of delay until the work is completed and accepted.
- b) Refer to General Conditions, Paragraph 11 - Delays, Damages.
- c) Total time for project completion is 150 consecutive calendar days from signed Notice to Proceed.

7. Prevailing Salaries or Wages:

The Housing Commission of Anne Arundel County will submit to the Contractor a copy of the latest prevailing wage and salary schedule in accordance with the General Conditions - Para. 27 - Prevailing Wages or Salaries

(Note: The penalty for making false statements in offers is prescribed in 18 U.S./C. 1001).

8. Addenda: The undersigned hereby acknowledges receipt of any numbered and dated Addenda:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Official Company Representative and Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

**LEAD TIME FOR MATERIALS**

<b><u>Contractor/Sub-Contractor materials</u></b>	<b><u>Lead Time</u></b>
Division 01 — General Requirement	_____
Division 02 — Site Construction	_____
Division 03 — Concrete	_____
Division 04 — Masonry	_____
Division 05 — Metals	_____
Division 06 — Wood and Plastics	_____
Division 07 — Thermal and Moisture Protection	_____
Division 08 — Doors and Windows	_____
Division 09 — Finishes (Paint & Coatings)	_____
Division 10 — Specialties	_____
Division 11 — Equipment	_____
Division 12 — Furnishings	_____
Division 13 — Special Construction	_____
Division 14 — Conveying Systems	_____
Division 15 — Mechanical/Plumbing	_____
Division 16 — Electrical	_____

**STATEMENT OF BIDDER'S QUALIFICATION AND EXPERIENCE**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate sheets. The bidder may submit any additional information he/she deems necessary.

1. Name of Bidder: \_\_\_\_\_
2. Permanent Address: \_\_\_\_\_
3. Telephone: \_\_\_\_\_
4. Bidder's Federal ID #: \_\_\_\_\_
5. When Organized? \_\_\_\_\_
6. If a Corporation, where incorporated? \_\_\_\_\_
7. How many years have you been engaged in construction under your present firm or trade name?
8. Contracts on hand

Name of Owner	Address	Name of Project	Location of Project	Gross Amount of Contract	% Completed & Anticipate completion

9. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?
10. Have you ever defaulted on a contract? \_\_\_\_\_ If so, where and when?
11. Have you ever refused to sign a contract at your original bid? \_\_\_\_\_
12. List your major equipment available for this contract and if owned or leased
13. Background and experience of the principal members of your organization
14. Credit available

15. Include a financial statement
16. Experience in construction work similar in scope to this project within the past 5 years.
17. Have you ever been a party to or otherwise involved in any action or legal proceedings involving matters? related to race, color, nationality, religion or sex?
18. Have you ever been accused of discrimination based on race, color, nationality, religion or sex in any action or legal proceedings including any relating to a Federal Agency? If so, give full details on an attached sheet.
19. Have you ever been a party or otherwise involved in any action or legal proceedings involving the violation of the Copeland Act., Federal Labor Standards or Davis-Bacon Act? Ifs, give full details on an attached sheet.
20. Check One: Individual  Partnership  Corporation   
 MBE  WBE  % Ownership
19. Upon request, furnish any other requests for information that the Housing Commission of Anne Arundel County may require.

Signed: \_\_\_\_\_

Company Representative: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_ (Seal) Notary Public

**CONTRACTOR'S CERTIFICATION OF SUBCONTRACTORS**

List any/all subcontractors to be used in the execution of this contract in the following spaces.

Subcontracted Work	Subcontractor's Name, Address, Principals(s)	Phone #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

**FORM OF NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_  
(Prime Bidder)

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

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

being first duly Sworn deposes and says:

That he is (the Bidder) (a Partner) (an Officer) of the party making the foregoing proposal of 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 affiant or 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 HOUSING COMMISSION OF ANNE ARUNDEL COUNTY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of:

Bidder, if the bidder is an Individual

\_\_\_\_\_  
Partner, if the bidder is a Partnership

\_\_\_\_\_  
Officer, if the bidder is a Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: \_\_\_\_\_

## CERTIFICATION OF NONSEGREGATED FACILITIES

(General Contractor submit as part of Contract. Subcontractors submit before beginning work on the project.)

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

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

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

Is Company: (Check one.)  General Contractor or  Subcontractor on this project?

*As used in this certification, the term "segregated facilities" means any waiting room, work area, 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 on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.*

The Contractor certifies that no segregated facilities are or will be maintained or provided for the Contractor's employees at any of the Contractor's establishments, and that the Contractor's employees do not and will not be permitted to perform their services at any location under the Contractor's control where segregated facilities are maintained.

The Contractor further agrees (except if the Contractor has obtained identical certifications from proposed Subcontractors for specific time periods) that, prior to entering into subcontracts that exceed \$10,000 and are not exempt from the Equal Opportunity Clause, the Contractor will

1. Obtain identical certifications from proposed Subcontractors
2. Retain the certifications in its files; and
3. Forward the following notice to 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 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)."

The Contractor agrees that a breach of this certification or a breach of a Subcontractor's identical certification is a violation of the Equal Opportunity Clause in the Contract. The penalty for making false statements in these certifications is prescribed in 18 U.S C. 1001.

\_\_\_\_\_  
Signature of Officer or Owner of Company:

\_\_\_\_\_  
Printed Name and Title of Signatory Above:

## AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY STATEMENT

The Contractor will provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Opportunity Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies.

The Contractor will not discriminate against any employee or applicant for employment because of race, color or creed, sex, religion, ancestry, national origin, sex preference, disability, age (40-70), marital status or status with regard to public assistance.

The Contractor will take Affirmative Action to ensure that all employment practices are free of such discriminations. Such employment practices include, but are not limited to, the following: Hiring, Upgrading, Demotion, Transfer, Recruitment, Termination, Lay-off, Rate of Pay or other forms of Compensation, and Selection for training, including Apprenticeship.

The Contractor will prohibit the harassment of any employee or job applicant because of sex or national origin or race.

The Contractor will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

The Contractor will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company or subcontractors to this Company who do not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. If any employee or applicant for employment believes he/she has been discriminated against, please contact the EEO Coordinator.

The Contractor will use its best efforts to afford women and minority owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. Goals are as follows: 20% of the value of any construction project which exceeds \$50,000 or 20% of the value of any non-construction contract which exceeds \$50,000 for minority owned businesses; 7% of the value of any construction project which exceeds \$50,000 or 7% of the value of any non-construction contract which exceeds \$50,000 for women owned businesses.

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

Signature: \_\_\_\_\_

Print Name/Title, Company Representative: \_\_\_\_\_

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



**SECTION 3 AGREEMENT AND CERTIFICATION**

(General Contractor submits as part of contract. Subcontractors submit prior to starting work.)

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

Company Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

Company Tax Identification Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Estimated number of new employee's company expects to hire for this project: \_\_\_\_\_

Number of Subcontractors this company expects to utilize for this project: \_\_\_\_\_

***Please check YES or NO by each of the following statements to indicate whether or not it applies to your company. Any YES indicates that your company is a Section 3 business.***

YES      NO

\_\_\_\_\_      \_\_\_\_\_      The Company is 51% or more owned by Section 3 persons.

\_\_\_\_\_      \_\_\_\_\_      At least 30% of the permanent full time employees are Section 3 persons or were so within 3 years of the date they were hired by the company.

\_\_\_\_\_      \_\_\_\_\_      For at least 25% of the dollar value of all its subcontracts, the company commits to subcontract with firms that are either 51% or more owned by Section 3 persons or which employ such residents as at least 30% of the permanent full time work force.

**Statement of Agreement to Comply with Section 3 and Certification**

The company named above has read the general information about Section 3 which appears in the contract for the project, will comply with the goals and provisions of Section 3 as they apply to this project, and will carry out the basic actions for compliance as stated in the contract. The company certifies that no hiring done during the period between selection of the contractor and execution of the contract was intended to circumvent obligations under Section 3. The company further certifies to the correctness of the information it has provided above for use in determining whether or not it is a Section 3 business.

Signature of Officer or Owner of the Company: \_\_\_\_\_

Printed Name of Signatory Above: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

**FINAL REPORT ON COMPLIANCE WITH SECTION 3**

(General Contractor or Consultant shall submit this form to the Corporation at the end of the project for entire project. Final payments on the project may be withheld until this report is received.)

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

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide the following information about economic opportunities provided on this project to Section 3 persons and businesses by your company and all your subcontractors together. Section 3 persons are residents of the Baltimore Metropolitan Area whose household incomes are 80% or less of the median for the area. (See contract document "Targeted Incomes for Section 3.")

**Employment and Training**

Job Category	Total New Hires	Number of New Hires that are Section 3	Total Number of Section 3 Persons Who Worked on This Project (Trainees, New Hires, and Existing Employees)
Professional/Supervisory			
Office/Clerical			
Construction (List Trades):			
Other (List):			
Total			

**Contracts Awarded**

Construction Contracts Only

- A. Total dollar amount of all contracts awarded on the project \$ \_\_\_\_\_
- B. Total dollar amount of all contracts awarded to Section 3 businesses \$ \_\_\_\_\_
- C. Percentage of total contract dollars that was awarded to Section 3 businesses \_\_\_\_\_ %
- D. Total number of Section 3 businesses receiving contracts \_\_\_\_\_
- E. \_\_\_\_\_

Non-Construction Contracts Only

- A. Total dollar amount of all contracts awarded on the project \$ \_\_\_\_\_
- B. Total dollar amount of all contracts awarded to Section 3 businesses \$ \_\_\_\_\_
- C. Percentage of total contract dollars that was awarded to Section 3 businesses \_\_\_\_\_ %
- D. Total number of Section 3 businesses receiving contracts \_\_\_\_\_

## Summary of Efforts

The following efforts were made to direct the employment and other economic opportunities of the project, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all items that apply.)

\_\_\_\_\_ Attempted to recruit low-income residents through local advertising media.

\_\_\_\_\_ Attempted to recruit low-income residents through signs prominently displayed at the project site and acceptance of applications at project site

\_\_\_\_\_ Attempted to recruit low-income residents through contacts with community organizations and public or private agencies.

\_\_\_\_\_ Attempted to recruit low-income residents through coordination with HUD Youth Build Programs or other publicly funded job training programs for low-income residents of Anne Arundel County.

\_\_\_\_\_ Informed referral agencies or community organizations about contracting opportunities. Notified labor organizations about Section 3 commitment.

\_\_\_\_\_ Participated in a HUD or other program which promotes Section 3 training or employment.

\_\_\_\_\_ Participated in a HUD or other program which promotes contracts with Section 3 businesses Other (Describe)

If numerical goals were not met, please explain below why it was not feasible to do so.

Signature of Officer or Owner of Company: \_\_\_\_\_

Printed Name and Title of Signatory Above: \_\_\_\_\_

**AUTHORIZATION TO SIGN CERTIFIED PAYROLL FORMS**

Invitation for Bid: **Emergency Generator Replacement**  
Project Location: **Pinewood Village Apartment Complex, Glen Burnie, MD 21060**

I hereby authorize the following person(s) to sign Certified Payroll Forms for this project

<b>NAME OF PERSON AUTHORIZED TO SIGN CERTIFIED PAYROLL FORMS</b>	<b>TITLE OF PERSON AUTHORIZED TO SIGN CERTIFIED PAYROLL FORMS</b>

COMPANY: \_\_\_\_\_

SIGNATURE OF OFFICER OR OWNER: \_\_\_\_\_

PRINTED NAME OF SIGNATORY: \_\_\_\_\_

TITLE OF SIGNATORY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATION OF ACKNOWLEDGMENT**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

**BY INDIVIDUAL:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public within and for the county, personally appeared \_\_\_\_\_ known to be the person described in and whose name is signed to the foregoing writing, has this day, acknowledged same before me in my said county.

Notary Public:  
Name: \_\_\_\_\_  
County: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Notary Seal

**BY PARTNERSHIP:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public within and for the county, personally appeared \_\_\_\_\_ known to be the all of the Partnership, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said Partnership.

Notary Public:  
Name: \_\_\_\_\_  
County: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Notary Seal

**BY CORPORATION:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public within and for the county, personally appeared \_\_\_\_\_ a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

Notary Public:  
Name: \_\_\_\_\_  
County: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Notary Seal