



Procurement Department
495 Upper Falls Blvd.
Rochester, NY 14605
www.Rochesterhousing.org

Invitation For Bid **for Walk-Off Mat Services**

The Rochester Housing Authority (RHA) is requesting Bids from qualified companies to provide and service walk-off mats for multiple locations owned and managed by RHA throughout the Rochester, New York area.

SCOPE OF SERVICES and SPECIFICATIONS

Contractor Requirements: Bids will only be accepted from established companies who have been in business in the commercial matting service industry for a minimum of two (2) years. The awarded contractor must maintain the minimum insurance requirements stated by RHA throughout the term of the contract.

Product Specification: All mats are to be commercial grade, constructed with heavy-duty nylon pile. Lay flat, non-trip borders, and non-slip rubber backing are very important features that RHA is looking for. Non-slip backing shall cover the entire mat backing. Carpet top shall have the pattern and color tufted into the carpet and not as a print on. Expected mat thickness will be approximately 65mil for the rubber and 105 for the border. Samples will be requested from the apparent qualified contractor, for RHA approval, prior to contract award.

Sizing and Quantity: The size and quantities listed in the attached spreadsheet represent what is currently being requested at that location. This information is a best available estimate only and it is to assist the bidder in understanding the expected volume of work to base their Bid on. Variations in the number of mats or the exact sizes may need to be made during the first service interval. Site maintenance supervisors will meet with the contractor upon contract award to review each location. Adjustments shall be within the sizes and prices provided in the submitted quote.

If the sizes listed in the pricing worksheet are different from the sizes that you can provide please state the closest size you have available on the pricing worksheet next to the printed size. If you think the pricing sheet does not cover a standard size or other common products please add any items that you believe might be used under this contract. Include a description, contract cost, and specifications (if necessary) for any additional products that you are proposing.

Service Interval: There will be a winter schedule (November 1 - April 30) which will require service (replacing dirty mats with clean mats of the same size and specifications) **every two weeks**. As well as a summer schedule (May 1 - October 31) which will require **monthly service**. These intervals are an initial schedule only, some heavier traffic sites may require more frequent service. RHA Hours of operation are 8:30 am to 4:30 pm and must be serviced within those times. RHA representatives must sign off on the service each time.



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Locations: RHA is responsible for the maintenance of approximately 2,500 rental units including houses, duplexes, small to large size apartment projects, hi-rises, and non-dwelling locations. The majority of which are located within the city of Rochester. Blackwell Estates located in Henrietta is the only location outside of the City. The attached spreadsheet is the listing of current RHA sites that require servicing along with the **estimated** current sizes and quantities of mats requested.

Work Slip/Invoicing: Due to the nature of work being performed under this contract proper documentation is a necessity for RHA. RHA requires a work slip/invoice copy be submitted to the local RHA area office from the contractor after each service detailing the date and time, location, and summary of the sizes and quantities of mats replaced. **Original invoices** referencing each individual "work slip" and the associated costs would then be **mailed to the RHA Accounts Payable, Attn: Marisha Wilder at 675 West Main Street, Rochester NY 14611** within 30 days. Invoices will need to be separated per maintenance supervisor (six separate invoices) for the entire account, with individual sites itemized by location on the corresponding supervisor invoice.

Contract Start Date: At the time of notification of award the successful bidder will be required to have all locations serviced within 2 weeks.

We are giving you a list of the mats we asked for in our last Bid, some have been eliminated, changed, added, etc.

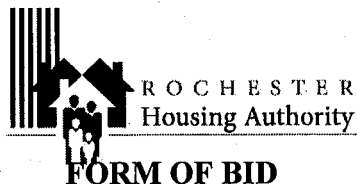
Service Adjustments: Over the term of the contract RHA may determine to add, remove, adjust service intervals, or change the size of individual mats or entire locations. Price adjustments for any changes will be based on the prices submitted in this RFP.

INSTRUCTIONS TO BIDDERS:

1. All Bids shall be sent to: RHA Procurement Office
495 Upper Falls Blvd.
Rochester, NY 14605
2. All Bids must be in a sealed envelope and clearly marked: "BID -Walk-off Mat Service"
Bids will be accepted provided all required paperwork is attached.
3. All Bids must be received by **11:00 a.m. EST, April 22, 2025.**
4. The contact person for this Bid is:

Kathy Short
495 Upper Falls Blvd.
Rochester, NY 14605

E-mail: KShort@rochesterhousing.org



Each response to the Bid should include the following information:

1. Demonstrate how the company will ensure services are being performed properly, efficiently, and in a timely manner.
2. Narrative addressing previous experience and background, including references.

GENERAL TERMS AND CONDITIONS

1. The RHA reserves the right to cancel this solicitation, reject any and all Bids, and to waive any minor irregularities in any Bid.
2. The RHA reserves the right to request clarification of information submitted, and to request additional information from any bidder.
3. The RHA reserves the right to award any contract to the next most qualified Bidder, if it can not reach an agreement with the successful bidder within ten (10) days after chosen.
4. Any proposal may be withdrawn up until the date and time set above for receipt of the Bids. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide the services described to the RHA, or until one or more of the proposals have been approved by the RHA administration, whichever occurs first.
5. The contract resulting from acceptance of a proposal by this RFP shall be in a form supplied by or approved by the RHA, and shall reflect the specifications in this RFP. The RHA reserves the right to reject any proposed agreement or contract that does not substantially conform to the specifications contained in this RFP and which is not approved by the RHA.
6. The RHA shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to this Bid.
7. Proposals should be submitted with the most favorable terms as contract award may be made without further negotiations.
8. The RHA shall evaluate all Bids; selection and award will be cost.
9. The RHA will reserve the right to cancel this agreement for its convenience at any time.
10. The company will reserve the right to cancel this agreement for its convenience at any time with 60 days advanced written notice or at any point in time for just cause, as defined by in the attached Quote documents.
11. Should the company fail to perform the work according to accepted methods, RHA has the right to terminate the Contract immediately. In the event of termination pursuant to this paragraph, the company shall be paid for all services provided through the date of termination less any fines, remedial costs or other fees that may be withheld.
12. Services are not to be subcontracted out to any other provider without the prior written consent of RHA.
13. The company shall work closely with and continually update the RHA on services performed.



14. The company shall enter into a personal services contract with the RHA. The contract shall specify fees and the boundaries of their scope of services to be performed.
15. The company will in no way become an employee of the RHA.
16. RHA agrees to provide the company with access to all sites to be serviced
17. The company will represent the RHA's interest in all business actions and conduct all business and perform all acts in accordance to standard Business Ethical Practices.

INSURANCES

The contractor will be required to obtain and continue to carry the following minimum insurance requirements without a lapse in service for the entire contract term:

1. Worker's Compensation, in accordance with state or territorial Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each Subcontractor against claims for bodily injury or death and damage to the property of others. This insurance shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

CONTRACT LENGTH AND COMPENSATION

The RHA is seeking Bids for an annual contract for services for a contract of one (1) year, with four (4) additional one-year renewal options, which may be exercised at the sole discretion of RHA. Compensation for additional year renewals may be increased by an amount not to exceed the current Consumer Price Index as published 60 days prior to the renewal date by the Federal Bureau of Labor Statistics for All Cities - All Urban Consumers "CPI".

Payments will be made based on the agreed upon pricing of the contract. Payment by the RHA for services will only be made after services have been performed. An itemized billing statement as described under the Work Slip/Invoicing" section of this Bid must be submitted in a form acceptable by the RHA and approved by the appropriate RHA representative. Payment shall be made on a monthly basis, net-thirty (30) days after receipt of an approved invoice (an approved invoice contains the information requested above in a format acceptable to RHA plus correct fees, quantities, etc... that can be verified by RHA as to the work being performed).

Failure to follow the terms stated in the above Quote or any attached documentation may result in the removal of the Quote from consideration or upon award - immediate contract termination.

PRICING WORKSHEET - Walk-Off Mat Services



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The Contractor, having familiarized themselves of all of the requirements asked by the Rochester Housing Authority is aware of the local conditions affecting the cost of the work and the terms of this Contract, hereby proposes to furnish and deliver to the RHA the services specified in this Quote at the following prices.

Please fill in an individual mat price. Base your unit cost on the total quantity listed, individual locations and expected quantities are listed in the attached spreadsheet.

[illegible][illegible]

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

Handwritten signature/initials

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for ar Indian Housing Authority)

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

HUD 5369



Procurement Office
495 Upper Falls Blvd.
Rochester, NY 14605
Fax: 585-697-7164
WWW.ROCHESTERHOUSING.ORG

The undersigned, _____, acknowledges receipt of a 2018 copy of the General Rules and Regulations for public bidding as prepared by the Rochester Housing Authority containing the following:

- ** Instructions to Bidders for Contracts – HUD 5369
(RHA rev. 10/2002)**
- ** General Conditions of the Contract for Construction – HUD 5370
(OMB #2577-0157) (exp. 3/31/2020)**
- ** RHA Schedule of Liquidated Damages
(Rev. 05/31/06)**
- ** Policy regarding: Three (3) contract limit, dollar threshold limit, shared interest, and
shared insurance (Rev. 05/26/11)**

which is incorporated by reference and on RHA website www.rochesterhousing.org, under procurement forms entitled RHA and HUD Bid Requirements 2018. It is further certified that the undersigned will comply with the rules, regulations and other documentation while performing an RHA construction contract.

Company Name: _____

Signed: _____

Date: _____

Subscribed and Sworn to me

This _____ day of _____, in the year _____

Notary Public Signature (with seal or stamp applied below)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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, available to employees and applicants for employment, notices to be provided setting forth the provisions 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 considerations 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' 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 its 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 noncompliance with the nondiscrimination clauses of this 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 noncompliance: **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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
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, creed, color, 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, creed, color, 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, available to employees and applicants for employment, notices to be provided setting forth the provisions of the 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 race, creed, color, 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 union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, 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 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



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Affidavit of Non-Collusion

State of _____)

County of _____) S.S

City of _____)

_____, Being first duly sworn deposes and says: that they are _____
(Printed Name) (Title)

of _____, the party making the foregoing proposal or bid that such bid
(Company Name)

is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bid, 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 bidder to secure any advantage against the Rochester Housing Authority or any person interested in the proposed contract and that all statements contained in said proposal or bid are true.

Each bidder that contacts the Rochester Housing Authority (RHA) during the restricted period of a proposal or bid shall only make contact with the individuals stated in the bidding paperwork provided by RHA or contact those referred to by an individual stated in the RHA bidding paperwork. Contact to any other employee, officer, or member of RHA regarding a bid or proposal during the restricted period is in violation of New York State Finance Laws Section 139-j and 139-k. The "restricted period" of a bidding opportunity is the period of time commencing with the earliest written notice or advertisement and ending with the final contract award written notification provided by RHA. By signing this affidavit, the bidder understands of and agrees to comply with RHA's procedures relating to permissible contacts during a governmental procurement pursuant to New York State Finance Laws Section 139-j and 139-k, that all information provided to RHA with respect to these sections is complete, true, and accurate. In the event such certification is found to be intentionally false, intentionally incomplete, or does not disclose the determination of being non-responsible by any other governmental entity for violating similar regulations over the previous four years, then RHA reserves the right to terminate any contracts awarded to such bidder.

Signed: _____

Date: _____

(Printed name)

Subscribed and Sworn to me this _____ day of _____ in the year _____.

Notary Public _____
Signature (with seal or stamp affixed)



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Acknowledgement of Principal, if a Corporation

State of: _____) S.S.
County of: _____)
On this _____ day of _____, in the year _____ before me personally appeared _____ to me known, who, being by me duly sworn, did depose and say that they reside at _____, that they are the _____ of _____ The corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the director of said corporation and that they signed their name thereto by like order.

Signature of Principal

Signature of Notary Public (with seal/stamp below)

Acknowledgement of Principal, if a Partnership

State of: _____) S.S.
County of: _____)
On this _____ day of _____, in the year _____ before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instrument and this person acknowledged to me that they executed the same as and for the act of said firm.

Signature of Principal

Signature of Notary Public (with seal/stamp below)

Acknowledgement of Principal, if an Individual

State of: _____) S.S.
County of: _____)
On this _____ day of _____, in the year _____ before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same.

Signature of Principal

Signature of Notary Public (with seal/stamp below)

If the Principal represents a Firm with multiple members, state here the name and address of each member.

<u>Member Name</u>	<u>Member Address</u>	<u>Member Name</u>	<u>Member Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: use additional sheets, if necessary

IMPORTANT: If the business owned by the individual or partnership is conducted under a trade or assumed