

REQUEST FOR PROPOSALS (RFP) NO.2026-0817
Labor & Material to Erect New Metal Building on Concrete Foundation
Amp 1 & Amp 2
1480.7524.01 1480.7524.03



RFP Document

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PART 1- General Information

1.1 Introduction

Alexander City Housing Authority (hereinafter, "HA" or "ACHA") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within Alexander City, Alabama. The HA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of ***Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy.***

1.2 Purpose

Alexander City Housing Authority (ACHA) seeks proposals from qualified, bonded, and licensed contractors for ***Labor & Material to Erect New Metal Building on Concrete Foundation Amp 1 & Amp 2***

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1.3 Method of Solicitation

ACHA is soliciting competitive proposals from qualified, bonded, and licensed Contractors with a documented record of accomplishments providing the required services. ***The Request for Proposals (RFP)*** seeks to identify potential providers for the scope of services listed herein.

1.4 Obtain Copies of this Solicitation

Single copies of the RFP package may be obtained, at no cost by:

1. Visiting the ACHA's website at: www.alexcityhousing.org
2. Downloading at the Housing Agency Marketplace (E-procurement) at <https://ha.internationaleprocurement.com>
3. Requesting via email to michellewangler@alexcityhousing.org

Part II-Instructions for Submitting Proposals

2.1 Submission of Proposals

Respondents should submit **one (1) hard copy** of their proposal. The original submission shall be dated and signed by an authorized official of the company. Proposals must be submitted in a ***sealed envelope*** that shows the Contractor's name and address and **clearly** written on the outside of the sealed envelope must be the words ***"Labor & Material to Erect New Metal Building on Concrete Foundation-Amp 1 & Amp 2 (RFP 2026-0817)no later than the deadline for submittal of Wednesday, September 23, 2026, at 2:00 pm (CST). The Contractor's name must be enclosed in the sealed envelope with the hard copy***

Proposals received after the deadline and time **may be** determined unacceptable. Refer to form **HUD 5369 B, Section 6**, regarding late submissions and withdrawals.

All proposals must be submitted in accordance with the conditions and instructions provided herein and must remain open for acceptance for one hundred and eighty (180) days from the due date. Proposals should demonstrate detailed plans on how the Respondent intends to provide the required services in a manner

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that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with ACHA. Finally, the proposal should include evidence of the Respondent's previous experience and qualifications, relative to the provision of such services.

2.2 Interpretation/Questions

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, by the questions due date and time as indicated on the coversheet (first page) of the RFP and sent to: Email: michellewangler@alexcityhousing.org

2.3 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, ACHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, ACHA will issue an addendum to the RFP setting forth the nature of the modification(s). Interested parties may also view addenda on ACHA's website www.alexcityhousing.org or at the Housing Agency Marketplace at <https://ha.internationaleprocurement.com>. It shall be the responsibility of each Respondent to ensure they have any/all addenda relative to this RFP.

2.4 Proposal Format

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used, provided they fold into 8 ½ x 11 inches. Inserts shall not be stapled together. All copies of the submittal must be identical in content and organization. The format of the Respondent's proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Respondents must provide a comprehensive Table of Contents at the front of the proposal. The proposal also must be organized in response to the

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Submission Requirements. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone number and email address.

2.5 Submittal Forms

Provided, as a part of the proposal, all required certifications and HUD forms, ACHA forms, licenses, and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

2.6 Acceptance of Proposals

Proposals must be signed, sealed, and received in complete form at ACHA, no later than the proposal's closing date and time. Proposals submitted after the designated closing date and time could potentially not be accepted and could potentially be returned unopened to the originator.

ACHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

ACHA reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete a contract on time of a similar nature. ACHA also reserves the right to reject proposals of Respondents who habitually, without just cause, neglect the payment of bills, or disregard their obligations to subcontractors, providers of materials, or employees.

2.7 Time for Reviewing Proposals

Proposals received prior to the closing date and time will be securely kept unopened until the closing date and time. Proposals received after the closing date and time could potentially not be considered. ACHA's Evaluation Committee, appointed by the Executive Director, will evaluate all proposals properly received.

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The Evaluation Committee will analyze proposals within 180 days of the date and time due and make a recommendation for the award of contract or not to award, to the ACHA Executive Director.

2.8 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before the contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by ACHA prior to the contract award.

2.9 Award of Contract

ACHA reserves the right to make an award based solely on the proposals or to negotiate further with the Respondent(s). The Respondent(s) selected for the award will be chosen based on an assessment of the greatest benefit to the ACHA, not necessarily based on lowest cost. ACHA also reserves the right to negotiate and award any element of the RFP, make multiple awards, reject any or all proposals or waive any minor irregularities or technicalities in proposal received as in the best interest of ACHA. Contract shall be awarded to the Respondent(s) submitting a proposal according to the evaluation criteria contained herein. ACHA reserves the right to interview or receive demonstrations of products/services from one or more Respondent(s) whose submittals are evaluated above the acceptable 75 points as detailed in Section 5.1 Proposal Evaluation/Contract Award. The Respondent(s) to whom the award is made will be notified at the earliest practical date.

Contract Terms

ACHA anticipates the award of the contract for a suitable period to complete the scope of services listed in this RFP.

2.10 HUD Debarment and Suspension List

The Respondent and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list.

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2.11 Certification of Legal Entity

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formal structures are, or will be, legal and binding under the Alabama State Law.

2.12 Cost Borne by Respondent

All costs related to the preparation of this RFP and any related activities are the responsibility of the Respondent. ACHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

2.13 Best Available Data

All information contained in the RFP is the best data available to ACHA at the time the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and ACHA assumes no liability for any errors or omissions.

2.14 Contact with ACHA Staff, Board Members and Residents

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with ACHA staff, Board members, or residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

2.15 Licenses and Insurance

The awarded individual/firm shall have and maintain all required licenses necessary to conduct business in the City of Alexander City and the State of Alabama. All licenses must be kept up to date for the duration of any ensuing contract. Copies of all licenses must be in the Procurement/Contract office prior to contract execution.

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Prior to contract award and for the duration of the contract, the successful proposer will be required to provide proof of insurance (as outlines) and the GHA/ACHA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage

\$1,000,000 each occurrence

General Liability Coverage

\$1,000,000 each occurrence

Comprehensive Automobile Liability Coverage

\$1,000,000 each occurrence

Workers' Compensation with Statutory Limits of the State of AL

2.16 Respondent Responsibilities

Each Respondent is presumed by ACHA to have thoroughly studied this RFP and become familiar with the contents, locations, and nature of requests. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

2.17 No Claim Against ACHA

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against ACHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of ACHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

PART III- SUBMISSION REQUIREMENTS

3.1 Tabbed Proposal Submittal

The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value", in that the Agency will, as detailed within the following Section 5.2, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals

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submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. Inserts shall not be stapled together. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This 2-page Form must be fully completed. Executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C Certifications and Representations of Offers Non-Construction, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation Certification, Certificate as to Corporate Principle Form, Non-Collusive Form These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal, where applicable.
3.1.3	3	Profile of Firm Form. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. Respondent shall place under this tab documentation further explaining the firm's services and showing how the firm intends to fulfill the requirements of the Scope of Services listed in the preceding Section Part IV herein, including, but not limited to:
3.1.4.1		The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS and REQUESTED SERVICES .
3.1.4.2		APPROPRIATE TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED . Provide a detailed narrative that demonstrates the approach and the ability of the

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		Contractor to complete the services outlined in the Scope of Work.
3.1.4.3		TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN .
3.1.4.4		The proposer DEMONSTRATED EXPERIENCE in performing similar work and DEMONSTRATED SUCCESSFUL PAST PERFORMANCE . Identify similar or related work performed for public housing authorities or other companies that has been completed to date or is currently active.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored.
3.1.4.6		Approach to QUALITY CONTROL
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e., written; fax; internet; etc.)
3.1.4.8		A complete description of the products and services the firm provides.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the Profile of Firm Form .
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided inclusive of duration of projects or projected completion date of current/active projects and dollar value of contracted services.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure supplier diversity (e.g., small, minority, and women-

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		owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information. The proposer shall identify hereunder whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. If the Respondent is a joint venture, or another entity formed solely for responding to this RFP, provide evidence of prior successful collaborations. Proposer will submit under tab 3 a Profile of Firm for each subcontractor /joint venture that he/she intends on utilizing.
3.1.9	9	Section 3 Plan, Clause Compliance Commitment Form and Participation Election Form Documentation. All respondents must read the attached Section 3 Plan (Exhibit A). All respondents must read, sign, and submit the Section 3 Clause Compliance Commitment Form and Section 3 Participation Election Form. Any respondent who is Certified Section 3 Business must include the certification, along with the Section 3 Business Concern Certification Form. These forms shall be included under this tab and be fully completed and executed. These forms are attached hereto as Exhibit A1.
3.1.10	10	Other Information. The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.11	No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFLRMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK". <u>DO NOT</u> eliminate any of the tabs	
3.1.12	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "comb-type;" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.	

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3.2 Proposal Pricing/Cost

Respondents shall provide a fixed proposed cost for the completion of the items listed in the Scope of Work. This price shall be placed on the **Form of Proposal**.

3.3 Required Certifications/Forms

Each proposal shall contain an executed copy, if applicable, of the following HUD and ACHA forms, which are attached herein. If a form does not apply, please state 'not applicable' and include in the proposal submission:

Form of Proposal
Profile of Firm Form
Certificate as to Corporate Principle Form
Non-Collusive Form

Form HUD 5369-B	Instructions to Offerors-Non-Construction
Form HUD 5369-C	Certifications and Representations of Offerors-
Non-Construction Contract	
Form HUD SF-LLL	Disclosure of Lobbying Activities
Form HUD 50071	Certification of Payments to Influence Federal
Transactions	
Form HUD 50070	Certification for a Drug-Free Workplace
Form HUD 2530	Previous Participation Certification

PART IV- SCOPE OF SERVICES

The Respondent shall perform such services as required by ACHA to complete the work as defined herein and shall provide labor, equipment, and services necessary to perform and complete, in an acceptable manner, the tasks contemplated or otherwise required herein in accordance with.

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Scope of Work is as follows:

Metal Building Erection Behind COCC
Amp 1

- A site visit is required
- Measure area to determine materials needed
- All tools and materials will be provided by Contractor
- Material colors must be approved by ACHA
- New buildings must match existing buildings on site in design and materials
- Building colors will be two-tone with a wainscot of charcoal and upper of light gray. These will be picked from chosen manufacturer
- Erect a 35 ft. x 35 ft. metal warehouse on a concrete foundation
- Foundation must have wire or rebar reinforcement and proper depth footers to support structure and meet codes and manufacturer's specifications
- Exterior wall height will be 12 ft
- All frame material must be heavy gauge steel
- Install 10ft. x 10 ft. manually operated roll up door in the center of the front of the building
- Install 3-0 7-0 exterior metal door with locks on the left corner centered under a 10 ft wide gabled porch with columns
- Building must be insulated
- Erection of building must follow all building codes and be done in accordance with manufacturer's specifications

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-
- Contractor to provide a complete 125 amp power service to the building
 - Contractor must provide his own power source. Using tenant's power will not be allowed
 - Contractor to properly dispose of all waste materials at the end of each day
 - Contractor to keep area safe at all times and ensure that area is clean once work is completed each day
 - Contractor to sweep area with magnet to ensure no fasteners are left behind in the grass
 - Any damage to property must be repaired before job completion
 - Any issues or questions that arise during process, should be immediately brought to the attention of ACHA

Scope of Work is as follows:
Metal Building Erection Maintenance Shop
Amp 2

- A site visit is required
- Contractor to measure area to determine materials needed
- Contractor to provide all tools and materials
- Material colors must be approved by ACHA
- New building must match existing buildings onsite in design and materials
- Contractor to erect a 50 ft. x 50 ft. metal warehouse on a concrete foundation

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-
- Foundation must have wire or rebar reinforcement and proper depth footers to support structure and meet codes and manufacturer's specifications
 - Exterior height will be 12 ft
 - All frame material must be heavy gauge steel
 - Install 10 ft. 10 ft. manually operated roll up door in the center of the front of the building
 - Install 3-0 7-0 exterior metal door with locks near roll up door
 - Building must be insulated
 - Contractor to provide a complete 125 amp power service to the building
 - Erection of building must follow all building codes and be done in accordance with manufacturer's specifications
 - Contractor must provide his own power source. Using tenant's power will not be allowed
 - Contractor to properly dispose of all waste materials at the end of each day
 - Contractor to keep area safe at all times and ensure that area is clean once work is completed each day
 - Contractor to sweep area with magnet to ensure no fasteners are left behind in the grass
 - Any damage to property, must be repaired before job completion
 - Any issues or questions that arise during the process, should be immediately brought to the attention of ACHA.

PART V-PROCUREMENT PROCESS

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5.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

- a. The evaluation process will be used to determine the Contractors that will comprise the short list, from which final selection for contract award will ultimately be made.
 - 1) During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee.
 - 2) Each member of the Evaluation Committee will score each proposal.
 - 3) Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in item 5.2.
 - 4) The results of the evaluation, of both technical and cost proposals, will be used to determine those proposals to be considered in the competitive range.
 - 5) Proposals will be considered acceptable if they have a minimum score of 75 points and above.
 - 6) Cost proposals will be considered acceptable if the proposed cost is clearly not excessive compared to the proposed costs of other Contractors with acceptable technical proposals.
- b. Scoring will be based upon how well the proposal meets the criteria established in this RFP.
- c. ACHA reserves the right to make no award or decline to enter negotiations should it believe that no Contractor to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time.
- d. The Evaluation Committee will evaluate the merits of proposals received in accordance with the criteria stated in the RFP and

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formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the criteria and their relative weights disclosed in the RFP.

5.2 Evaluation Criteria

a. Organizational Capacity/Staffing and Qualifications: 35 Points

- 1) Evidence of the Contractors ability to perform the work, as indicated in the RFP. The appropriateness of the Technical Approach (including labor categories, estimated hours and skill mix) and the quality of the work plan. Overall quality and professional appearance of the submitted proposal, based upon the opinion of the evaluators.

b. Relevant Experience and Past Performance: 25 Points

- 1) Relevant experience and past performance will be evaluated through an assessment of previous similarly related projects completed to date.
- 2) Additional consideration will be given to those Respondents who demonstrate a documented track record of successfully completing projects of the same type required by this RFP.
- 3) The Contractors demonstrated experience in performing similar work and the proposer's demonstrated successful past performance (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks and other means. Any Special License Obtained.

c. Understanding of the Required Scope of Service: 30 Points

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- 1) The Contractors demonstrated understanding of the requirement- .

d. Proposal Pricing and Fees:

20 Points

- 1) The proposed cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals and fair market rates for such services.

5.3 Summary of Evaluation Criteria

Evaluation Criteria Points_____

Technical and Cost:

Staffing and Qualifications	35 Points
Relevant Experience and Past Performance	25 Points
Understanding of the Required Scope of Service	30 Points
Proposal Pricing and Fees	20 points

Total **110 Points**

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COST PROPOSAL FORM

TYPE OF PROJECT: The Alexander City Housing Authority (“ACHA”) seeks proposals from qualified, bonded and licensed Contractors to Provide Labor and Materials to Erect New Metal Buildings Amp 1 & Amp 2

DATE ISSUED: **Wednesday, August 17, 2026**
CONTACT PERSON: Michelle Wingler, Procurement/Contract Manager michellewingler@alexcityhousing.org

SUBMISSION DEADLINE: **Wednesday, September 23, 2026 at 2:00 pm (CST)**

FILL IN BELOW AND SIGN. PRICES ARE GUARANTEED FOR A MINIMUM OF 180 DAYS FROM PROPOSAL DEADLINE DATE.

COMPANY NAME:

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CONTACT:

Signature	Printed Name	Title
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ADDRESS:

Street/POB	City	State	Zip
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PHONE: _____ FAX: _____ EMAIL: _____

Date Signed: _____

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	Tab No.	SUBMITTAL ITEMS (one original signature copy of each document)
	1	Form of Proposal
	2	Form HUD-5369-C and other required forms
	3	Profile of Firm Form
	4	Proposed Services
	5	Managerial Capacity/Financial Viability/Staffing Plan
	6	Client Information
	7	Equal Employment Opportunity Statement/ Supplier Diversity
	8	Subcontractor/Joint Venture Information
	9	Section 3 Plan, Clause Compliance & Participation Election
	10	Other Information

Debarred Statement. Has this firm, or any principal(s) thereto, ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without

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the State of Alabama?

YES____ or NO____. If "YES," please attach a full detailed explanation, including dates, circumstances, and status.

Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and status.

Signature	Date	Printed Name	Company
FORM OF PROPOSAL			

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?

Yes__ No____. If "Yes," please attach a full detailed explanation, including dates, circumstances, and status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive, and that said proposer entity has not colluded, conspired, or connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, to fix overhead, profit or cost element of said proposed price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

REQUEST FOR PROPOSALS (RFP) NO.2026-0817
Labor & Material to Erect New Metal Building on Concrete Foundation
Amp 1 & Amp 2
1480.7524.01 1480.7524.03

Proposer's Statement. The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer thereby agrees to abide by all terms and conditions pertaining to this RFP as issued by the Agency. Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposal to supply the Agency with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

Signature

Date

Printed Name

Company

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PROFILE OF FIRM



Prime_____Sub-contractor_____
(Proposer must also identify his sub-contractors (if any) by providing Profile of Firm form for each)

- 1) Name of Firm:** _____
- 2) Street Address, City, State, Zip:** _____
- 3) Telephone:** _____ **Fax:** _____
- 4) Email:** _____

- 5) Proposer Diversity Statement:** You must check all of the following that apply to the ownership of this Firm and enter where the correct percentage

(%) of ownership of each:

_____Caucasian _____Public -Held _____Government _____Non-Profit

Resident-(RBE), Minority-(MBE), or Woman-Owned-(WBE) Business Enterprise

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(Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

____Resident- ____African____Native____Hispanic____
____Asian/Pacific____Asian/Indian
____Owned ____American ____American ____American ____American
____Woman-Owned ____Woman-Owned ____Disabled ____
____Other
(MBE) (Caucasian) Veteran (Specify)

WMBE Certification Number: _____

Certified by: _____
(NOTE: A CERTIFICATION/ NUMBER NOT REQUIRED TO PROPOSE-ENTER IF AVAILABLE)

Federal Tax ID No. _____ DUNS No. _____

Business License No. _____ State _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

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PROFILE OF FIRM FORM

Worker's Compensation Insurance Carrier: _____

Policy No. _____ Expiration Date _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

Debarred Statement: Has this firm or any principal(s) ever been debarred from providing any services by the Federal Government, any State Government, the State of Alabama, or any local government agency within or without the State of Alabama? Yes
No

If "YES" please attach a full detailed explanation, including dates, circumstances, and status.

Disclosure Statement: **Does** this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of ACHA? Yes No

If "YES" please attach a full detailed explanation, including dates, circumstances, and status.

Non-Collusive Affidavit: The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

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Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if ACHA discovers that any information entered herein is false, that shall entitle ACHA to not consider nor make or to cancel any award with the undersigned party.

Code of Alabama § 11-93-2. Maximum number of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.

The recovery of damages under any judgement against a governmental entity shall be limited to \$100,00.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgement or judgements against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgements on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgement against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death, or property damage more than the amounts herein above set forth. (Acts 1977, No. 673, p.1161, §2.)

Signature

Date

Printed Name

Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

_____ of the corporation

Named as the Principle in the within bond; that _____,

who signed the said bond on behalf of the Principle was then

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of said corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

(Affix Corporate Seal)

NON-COLLUSIVE AFFIDAVIT
(Prime Bidder/Respondent)

State of _____

County of _____

_____, Being first duly sworn, deposes and says that he/she is

_____, (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said respondent/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent/bidder or person, to put in a sham bid/cost or to refrain from bidding or submitting cost proposal, and has not in any manner, directly or indirectly, sought by agreement to collusion, or communication or conference, with any person, to fix the bid/cost price of affiant or of any other respondent/bidder, or to fix overhead, profit or cost element of said bid/cost price, or of that of any other respondent/bidder, or to secure

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any advantage against the City of Alexander City Housing Authority

of any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

(Respondent/Bidder, if the respondent/bidder is an
individual; Partner, if the respondent/bidder is a
Partnership; officer, if the respondent/bidder is a
corporation)

Subscribed and sworn to before me this

_____Day of_____, 20____

My commission expires____, 20____

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

OMB Number: 2501-0044

Expiration Date: 2/28/2027

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official		Title	
Signature		Date	
X			

Instructions To Proposers & Contractors (ITPC)

REQUEST FOR PROPOSALS (RFP) NO. 2026-0817- Labor & Material to Erect Metal Building on Concrete Foundation Amp 1 & Amp 2

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1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITPC shall be applicable to all Requests for Proposals (RFP) solicitations that the Alexander City Housing Authority (HA) conducts and shall be applicable to any contract that the HA awards to or signs with any firm, agency or individual pursuant to that RFP. A copy of this ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with the HA.

1.1.1 Unless otherwise specified within the RFP or contract documents, if any provision in any document listed herein conflicts with any provision within these ITPC, the provision in the RFP or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369-C (8/93); HUD-5369-B (8/93)), the information within such HUD form(s) shall govern any other information issued, especially that issued within any HA-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all RFP documents issued by the HA pertaining to this RFP, including the attachments and the ensuing contract):

1.2.1 "Contracting Officer" when named within an RFP document shall refer to either the ED or the person he/she has delegated such responsibilities to.

1.2.2 "Contract" refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFP document, such is referring to both the RFP documents and the ensuing contract document.

1.2.3 "Contractor" and the term "successful proposer" may be used interchangeably.

1.2.4 "Days" unless otherwise directed, shall refer to calendar days.

1.2.6 "ED" is the HA Executive Director.

- 1.2.8** **"HA"** is the Alexander City Housing Authority and any properties managed by the Alexander City Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "the HA" is used without clearly designating a responsible HA staff person, the proposer(s) shall assume that responsibility for that item rests with the CO.
- 1.2.9** **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that the HA receives some funding from; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).
- 1.2.10** **"Herein"** shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.
- 1.2.11** **"Offer"** is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the HA in response to the RFP.
- 1.2.12** **"Offeror" or "Offerors"** are the proposer or proposers.
- 1.2.13** **"Parties"** - When "the parties," "both parties" or "either party" is stated within the RFP documents or the contract, such refers to the HA and the successful proposer(s).
- 1.2.14** **"Proposal" and/or "Proposal Submittal"** is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to the HA.
- 1.2.15** **"Protestant"** is a prospective proposer or proposer who feels that he/she has been treated inequitably by the HA and wishes the HA to correct the inequitable condition or situation. To be eligible to file a protest with the HA pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer.
- 1.2.16** **"Prospective Proposer" or "Proposer"** - A prospective proposer is a firm or individual who has been notified of the RFP

solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP--meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to proposers and not to all prospective proposers.

1.2.17 "Request For Proposals" (RFP) is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.

1.2.18 "RFP Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the Alexander City Housing Authority's website at www.alexcityhousing.org and/or The Housing Agency Marketplace <https://ha.internationaleprocurement.com> (hereinafter, the "noted Internet System" or the "System"), that the HA makes available to all prospective proposers wherein is detailed the HA's requirements.

1.2.19 "Solicitation" or "Competitive Solicitation" is the RFP process detailed herein.

2.0 CONDITIONS TO PROPOSE:

2.1 Pre-Qualification of Proposers: Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at the HA's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).

2.2 RFP Forms, Documents, Specifications and Drawings:

- 2.2.1** It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFP, examine carefully and as may be required, properly complete and submit all documents issued pursuant to this RFP.
- 2.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- 2.2.3** The HA shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Proposal Preparation, Submission and Receipt by the HA:

- 2.3.1 Required Forms:** All required forms furnished by the HA as a part of the RFP document issued shall, as instructed, be fully completed, and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, or by use of a typewriter.
- 2.3.1.1** As required by the State of Alabama; all companies doing business or having employees must be following the E- Verification and must provide a document stating the company has registered as an E Verify Company.

- 2.3.2 Manner of Submission:** The proposal submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the CO, eliminate that proposer from consideration for award.
- 2.3.3 Time for Receiving Proposals:** Proposals received prior to the time set as the deadline for the receipt by the HA of the proposal submittal shall be securely kept, unopened, by the HA. The CO, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section 6 of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.
- 2.3.3.1** Proposers are cautioned that any proposal submittal that may be time-stamped as being received by the HA after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the HA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.
- 2.3.4 No Public Opening of Proposals:** Pursuant to the competitive proposals or RFP process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the CO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e. minimum compliance with the requirements of the RFP). Persons other than HA staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after the award has been completed.
- 2.3.5 Withdrawal of Proposals:** Proposals may be withdrawn as detailed within Section 6(h) of Form HUD-5369-B (8/93),

Late Submissions, Modifications and Withdrawal of Offers. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

2.3.6 Conflicting Conditions: Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITPC, unless otherwise specified within the RFP or contract documents, if any provision in any document listed herein conflicts with any provision within this ITPC, the provision in the RFP or contract document shall govern.

2.3.7 Interpretations: No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFP document issued and as directed by the HA. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make an inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer, and all proposers shall be bound by such addenda, whether received by the prospective or successful proposer(s).

2.4 Exceptions to Specifications:

2.4.1 A proposer may make exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the HA will be issued in writing within 5 days of receipt of such an exception request. The HA reserves the right to agree with the prospective

proposer and issue a revision to the applicable RFP requirements or may reject the prospective proposer's request.

- 2.4.2** When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HA officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB):

- 2.5.1** The HA reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all the costs proposed. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials furnished by the proposer to comply with the proposal documents in their present form, whether indicated in the approximate quantities or pertaining to the items of work as listed.

- 2.5.1.1** The purpose of this LSCB will serve the HA in two distinct areas:

2.5.1.1.1 Prior to award of proposals: The HA may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of determining an unbalanced cost proposal. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 After award: The HA may request a LSCB for any or all items reflected within the RFP document as "lump

sum” for the purpose of making partial payments to the successful proposer.

- 2.5.1.1.3** Under no circumstances may any cost item reflected as “lump sum” be increased/decreased because of the LSCB analysis.

3.0 PROPOSAL EVALUATION:

3.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the HA has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the HA issues such notice, the HA will inform all proposers as to each proposers’ placement because of the evaluation (i.e. 1st, 2nd, 3rd, etc.), the total points each proposer was awarded because of the evaluation and the proposed costs submitted by each proposer.

3.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the HA Legal Counsel (i.e. a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The HA shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

3.2 Award of Proposal(s): The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFP document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the HA, to the bests interests of the HA to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after the award has been completed.

3.3 Rejection of Proposals:

3.3.1 The HA reserves the right to, at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, the HA reserves the right to advertise new proposals or to proceed to do the work otherwise, if in the judgment of the HA, the best interest of the HA will be promoted.

3.3.2 Prospective proposers acknowledge by submitting a proposal that the submission of a proposal to the HA is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event the HA decides to consider an award to that proposer.

3.4 Cancellation of Award: The HA reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

3.5 Mistake in Proposal Submitted:

3.5.1 A request for withdrawal of a proposal due to a purported error need not be considered by the HA unless the same is filed in writing by the proposer within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the HA, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the HA retains the right to accept or reject any proposal withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at HA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

3.6 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the HA's discretion, be cause for rejection:

3.6.1 If the forms furnished by the HA are not used or are altered or if the proposed costs are not submitted as required.

3.6.2 If all requested completed attachments do not accompany the proposal submitted.

3.6.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

3.6.4 If the proposer adds any provisions reserves the right to accept or reject any award or to enter a contract pursuant to an award.

3.6.5 If the individual Pricing Items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the HA's cost estimate for that item.

3.7 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:

3.7.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of the HA until such participant shall have been reinstated as a qualified proposer or proposer. The names of all participants in such a collaboration shall be reported to HUD and any other inquiring governmental agency.

3.7.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the HA within the proposal documents issued, including by addendum.

- 3.7.3** Lack of competence, lack of experience and/or lack of adequate machinery, plant and/or other resources.
- 3.7.4** Documented unsatisfactory performance record as shown by past work for the HA or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.
- 3.7.5** Incomplete work, which in the judgment of the HA, might hinder or prevent prompt completion of additional work, if awarded.
- 3.7.6** Failure to pay or satisfactorily settle all bills due to former contracts still outstanding at the time of letting.
- 3.7.7** Failure to comply with any qualification requirement of the HA.
- 3.7.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by the HA) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
- 3.7.9** As required by the RFP documents, failure of the successful proposer to be properly licensed by the City of Alexander City and/or the State of Alabama and/or to be insured by a general liability and/or worker's compensation policy.
- 3.7.10** Any legal reason to be determined, in good faith, to be in the best interests of the HA.

3.8 Burden of Proof: If requested by the HA, it shall be the responsibility of the proposer(s) to furnish the HA with sufficient data or physical samples, within a specified time, so that the HA may determine if the goods or services offered conform to the Specifications.

4.0 Right to Protest:

4.1 Rights: Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual proposer who feels that he/she has been treated inequitably by the HA and wishes the HA to correct the alleged inequitable condition or situation. To be eligible to file a protest with the HA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents) when the alleged situation occurred. The HA has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 Administrative Powers: It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 Procedure to Protest: An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the HA from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the HA or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the HA from any responsibility to consider the protest and take any corrective action.

4.3.2 The written instrument containing the reason for the protest must be received by the CO 10 days after the occurrence of any of the following:

4.3.2.1 the deadline for receiving proposals.

4.3.2.2 receipt of notification of the results of the evaluation or the award; or

4.3.2.3 the alleged aggrieved protestant knows or should have known the facts.

4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.

4.3.4 The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receiving the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

4.3.5 **Administrative Appeal:** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted (such request must be delivered in writing to the CO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relieve the HA of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the HA from accepting or acting on that request for administrative hearing:

4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the HA of any responsibility to consider such request.

4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant or deny any request for administrative appeal.

4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the HA Legal Counsel for consideration. The HA Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the HA internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 Disputed Billings (Charges):

5.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Attachment G-1, Form HUD-5370-C (11/2023), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HA disputes any

portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- 5.1.1** The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.
- 5.1.2** If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
- 5.1.3** If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:
 - 5.1.3.1** pay the disputed charges and reserve the right to submit the matter to the Tallapoosa County Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Alabama.
 - 5.1.3.2** not pay the disputed charge and submit the matter to the Tallapoosa County Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Alabama.
 - 5.1.3.3** not pay the disputed charge and allow the Contractor to submit the matter either to the Tallapoosa County Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Alabama.
- 5.1.4** The decision from arbitration will be binding upon both parties. If the decision is averse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:
 - 5.1.4.1** clear the amount which is ordered from the HA account; or

5.1.4.2 repay the HA the amount ordered.

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

6.0 Additional Considerations:

6.1 Right of Joinder Pursuant to NRS 332.195:

6.1.1 Any political subdivision within the State of Alabama may be granted the privilege of joining the awarded contract, only with the option of the successful proposer. If the successful proposer so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful proposer.

6.1.2 The successful proposer shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful proposer allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable for the joining political subdivision obligations to the successful proposer in any manner whatsoever.

6.2 Non-Escalation: Unless otherwise specified within the RFP documents, the unit prices reflected in the contract shall remain firm with no provision for price increases during the term of the contract.

6.3 Funding Restrictions and Order Quantities: The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:

6.3.1 funding is not available.

6.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies: or,

6.3.3 the HA's requirements in good faith change after the award of the contract.

- 6.4 Required Permits:** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the HA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.
- 6.5 Taxes:** All people doing business with the HA are hereby made aware that the HA is exempt from paying Alabama State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 6.6 Government Standards:** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal laws concerning safety (OSHA and NOSHA) and environmental control (EPA and Tallapoosa County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 6.7 Freight on Bill and Delivery:** All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.
- 6.7.1** The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 6.8 Communication:** If during the period of the contract, it is necessary that the HA place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages,

failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.

- 6.9 Work on HA Property:** If the successful proposer's work under the contract involves operations by the successful proposer on HA premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.
- 6.10 Estimated Quantities:** Unless otherwise stated within the RFP documents, the quantities reflected within the RFP documents, to the best of the HA's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the HA under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful proposer.
- 6.11 Warranty:**
- 6.11.1** The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 6.11.2** The liability of the successful proposer to the HA (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the HA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be

personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 6.13 Subcontractors:** Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.
- 6.14 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 6.15 Attorney's Fees:** If litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor:** Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

6.18 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

6.19 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

6.20 Limitation of Liability: In no event shall the HA be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

6.21 Indemnity:

6.21.1 The successful proposer shall protect, indemnify and hold the HA, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the HA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the HA, its officers, employees, agents, consulting engineers or other retained consultants such as:

6.21.1.1 as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

- 6.21.1.2** because of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
- 6.21.1.3** through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or
- 6.21.1.4** because of any claim or amount recovered under any law, ordinance, or decree, which claim, or recovery arose out of or is attributable to any act or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of this contract which is considered necessary by the HA for such purpose, may be retained by the HA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the HA provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.
- 6.21.2** In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend the HA, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified the HA, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful proposer shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental

costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the HA shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.21.2 Reimbursement of the successful proposer by the HA, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful proposer of its responsibility as set forth in the RFP documents.

6.21.3 The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 Lobbying Certification: By proposing to do business with the HA or by doing business with the HA, each proposer certifies the following:

6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

6.22.2 If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

6.22.3 The successful proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.22.4 This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6.23 24 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether actually inserted or by reference:

6.23.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

6.23.1.1 If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of

Attachment G-1, form HUD-5370-C (11/2023), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

- 6.23.1.2** Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 6.23.1.3** After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
- 6.23.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

- 6.23.2 Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (11/2023), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.
- 6.23.3 Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 6.23.4 Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 6.23.5 Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 6.23.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 6.23.9 Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General*

Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work), the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

- 6.23.9.1** Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 6.23.9.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 6.23.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative

works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.

- 6.23.9.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.
- 6.23.9.5** The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor or cancel or ignore the markings.
- 6.23.9.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 6.23.9.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 6.23.9.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as

expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

6.23.10 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

6.23.11 Energy Policy and Conservation Act: Both parties hereby agree to comply with all 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).

6.24 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives that the HA has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFP:

6.24.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on

the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.24.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.24.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

6.24.6 HUD Information Bulletin 909-23 which is the following:

6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.24.6.2 Clean Air and Water Certification; and

6.24.6.3 Energy Policy and Conversation Act.

6.24.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted

in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

Alexander City Housing Authority Section 3

Date: _____

Section 3 Business Concern Certification Form

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	☐
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	☐
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	☐

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Alexander City Housing Authority Section 3

SECTION 3 CLAUSE COMPLIANCE COMMITMENT

All Section 3 covered contracts shall include the following cause (referred to as the Section 3 Clause, 24 CFR § 75.38):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 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 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 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 regulations 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.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. 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.
- G. 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 sub contracts 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).

Acknowledged:

For: _____
Company Name

By: _____

Date: _____

Alexander City Housing Authority Section 3

SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, **to the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. ACHA's Section 3 Policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements. Undersigned certifies that he/she has received a copy of such policy, reviewed such policy, and is familiar with the requirements set forth therein.

How will your company fulfill its Section 3 Requirement?

_____ Certified Section 3 Business (Include Certification)

_____ Priority I – Employment/Training of Section 3 Workers in the priority set forth in ACHA's Section 3 Policy, Section 3C

_____ Priority II – Contracting with Section 3 Businesses in the priority set forth in ACHA's Section 3 Policy, Section 3C

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

Name: _____

Company: _____

Address: _____

Phone No: _____

Email Address: _____

Authorized By: _____

Alexander City Housing Authority Section 3

Section 3 Worker Certification Form

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ My annual income for the previous year or projected current year is below the HUD Low Income Individual Median Income (80%). I have attached a copy of the HUD income limits obtained from <https://www.huduser.gov/portal/datasets/il.html> for the year in which I comply.

_____ I am employed by a Section 3 business concern.

_____ I am a YouthBuild participant.

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Alexander City Housing Authority Section 3

SECTION 3 PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the contractor.
This form may be compared to Davis -Bacon Payrolls for cross referencing purposes.

Project Name: _____ Name of Contractor: _____

Address: _____ Date: _____

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median Income	
		YES	NO		YES	NO

I certify the above employees are permanent employees of _____. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to ACHA for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Print Name

Signature

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Targeted Section 3 Worker Certification Form

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Targeted Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ I am employed by a Section 3 business concern.

OR within the past 5 years:

_____ I am a public housing resident or HCV Section 8 Resident of ACHA.

_____ I am a resident of other housing assisted by ACHA or in ACHA's management portfolio.

_____ I am a YouthBuild participant.

The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date