

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**  
**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

Greater Metropolitan Area Housing Authority of Rock Island County  
**NOTICE TO DESIGN-BUILD COMPANIES**  
**6/3/2019**  
**GENERAL INFORMATION AND REQUEST FOR PROPOSALS FOR**  
**A DESIGN-BUILD PROJECT**

The Greater Metropolitan Area Housing Authority of Rock Island County (GMAHA) (the Owner) is issuing this Request for Proposals (RFP) for the selection of a Design-Build Company (DESIGN-BUILDER) to Design and Build an upcoming capital project. The proposals shall consist of qualifications, experience, financial proposal and staffing plan.

A copy of the complete RFP will be available for pick up at 621 17<sup>th</sup> Avenue, East Moline, IL. 6244. DESIGN-BUILDER's that are interested in being considered must submit a Proposal in response to this RFP on or before July 2, 2019 by 4:00 pm.

A mandatory preproposal meeting will be held at 325 Second St., Silvis, IL in the main office conference room on Tuesday, June 18<sup>th</sup>, 2019 at 3:00 pm.

The successful DESIGN-BUILDER will be determined solely from the Proposals. However, the Owner reserves the right to interview all or some of the proposal respondents if it so chooses.

An original and two copies of the proposal are required. To prevent opening by unauthorized individuals, your submittal should be identified on the envelope as follows:

**PROPOSAL ENCLOSED**  
**TIMED MATERIAL**  
Warren Tower Window Replacement Project

The proposal shall be addressed to:

Amy S. Clark  
CEO  
621 17<sup>th</sup> Avenue  
East Moline, IL. 61244

The Owner reserves the right to amend the RFP based on questions and issues raised during the conduct of this solicitation.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND COUNTY  
PROPOSAL INSTRUCTIONS AND CONDITIONS

REQUEST FOR PROPOSALS FOR A DESIGN-BUILD PROJECT

**I. INTRODUCTION AND BACKGROUND**

The objective of this Request for Proposals (RFP) is to solicit proposals for a project to provide GMAHA, the owner of Warren Tower, with the following:

- A. Replacement of the tower's windows and window treatments
- B. Warren Tower is located at 325 Second Street, Silvis, IL. It is a highrise bldg consisting of 13 floors and 110 occupied units. Current windows are original to the building, which was constructed in 1982.
- C. Replace all windows and window coverings from 1<sup>st</sup> to 13<sup>th</sup> floor
- D. The window replacement project should be bid using federal Davis Bacon Wage Rates
- E. Fall 2019 start date

**II. GENERAL INFORMATION**

The qualifications, experience, financial terms and staffing plan the DESIGN-BUILDER is proposing to implement will be evaluated and ranked. Written questions will be received by the OWNER until June 21<sup>th</sup> at 4:00 pm. Questions shall ONLY be submitted in writing to Jeff Ferry, Maintenance Director, via email at [jferry@gmaharic.org](mailto:jferry@gmaharic.org) AND copied to [aclark@gmaharic.org](mailto:aclark@gmaharic.org).

The DESIGN-BUILDER selected, as a result of this RFP will be expected to:

Provide the following Scope of Design and Construction Services, including but not limited to:

- 1. Replacement of 240 existing windows and window coverings at multifamily building: Warren Tower. Offeror will furnish and install thermal window system as specified or as close as possible to specified products / materials in Appendix F, which is consistent with prior highrise window replacement projects. Offeror will be responsible for the removal and disposal of the existing materials.
  - a. Feasibility Study Phase
  - b. Concept Design
  - c. Schematic Design
  - d. Design Development
  - e. Construction Documents
  - f. Prepare Probable Opinion of Construction Costs at 30% at each submittal outlined above

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

Enclosures:

PROPOSAL INSTRUCTIONS AND CONDITIONS

APPENDIX A: PRE-PROPOSAL CONFERENCE AND SITE VISITS

APPENDIX B: PROPOSAL FORMS

APPENDIX C: HUD FORM 5369

APPENDIX D: HUD FORM 5369-A

APPENDIX E: HUD FORM 5370

APPENDIX F: PRODUCTS / MATERIALS

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

2. Bid/Procurement Phase (Prequalified Competitive subcontractor pricing, fully-transparent open-book)
  - a. Prequalify Multiple Prime Contractors
  - b. Assemble and issue bid packages to prequalified contractors
  - c. Conduct pre-bid meeting/site walk-thru and issue meeting minutes
  - d. Receive RFI's and facilitate issuing addendum
  - e. Receive and tabulate bids, de-scope 2 lowest bids and make recommendation of award
  - f. Prepare contracts and issue NTP to contractors
  
3. Construction and Close Out Phase
  - a. Assist Owner with obtaining building permit and coordination of utility service connections/upgrades.
  - b. Conduct pre-construction meeting with successful Multiple Prime Contractors at the project site.
  - c. Prepare and maintain Master Project Schedule incorporating the activities of Owner, the Design Team and each Prime Contractor
  - d. Prepare and maintain Master Project Budget for cost control and provide monthly project budget updates using a fully-transparent, open-book format where all unused reserve funds are returned to owner.
  - e. On-site Construction Administration and Construction Representative Services
    - i. Provide part-time on-site construction representative services to observe progress of construction.
    - ii. Conduct weekly on-site construction meetings and issue meeting minutes
    - iii. Coordinate Owner's 3<sup>rd</sup> Party Materials Testing and Special Inspections work with the Contractors.
    - iv. Monitor and facilitate the RFI, submittal, shop drawing process
    - v. Negotiate all change orders with Multiple Prime Contractors
    - vi. Prepare daily construction logs
    - vii. Facilitate construction close-out procedures including assembling of punch lists, operations and maintenance manuals, record drawings, warranties/guarantees, 3<sup>rd</sup> party commissioning, start-up and testing, training, etc as applicable

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

III. THE SELECTION PROCESS

A. **Timetable**

The OWNER expects to undertake the selection process according to the following schedule:

- Deadline for receipt of written questions: June 21, 2019
- Proposal Submission July 2, 2019
- DESIGN-BUILDER interviews (at THE OWNER's discretion) July 8 - 12, 2019
- DESIGN-BUILDER selection July 15, 2019

B. **Proposal Evaluation Criteria**

Upon review of proposals received in response to this RFP, the OWNER expects to select a single DESIGN-BUILDER to provide comprehensive design and construction services as outlined in Section II above. If a viable project is identified following the Feasibility Phase, the DESIGN-BUILDER and the OWNER will then negotiate a Design-Build contract to provide for the implementation of the proposed project.

Proposals will be evaluated and scored on the basis of the following criteria:

1. Qualifications and Project Experience Rating (Maximum 20 points)  
(Proposal Sections 1 & 2)

Points will be awarded based on demonstrated experience with similar projects as reported in the Statement of Qualifications and Experience and responses from project references.

All references must be for the "responding DESIGN-BUILDER" operating under its existing name and must be for the "responding DESIGN-BUILDER" as a company. References will not be for an individual person, but for the Company as a whole.

2. In-house Staffing Plan (Maximum 15 points)  
(Proposal Section 3)

Points will be awarded based on qualifications of proposed number of licensed and certified professionals (not including unrelated subcontractors), documented technical and project administration skills, licensure, certification and experience of the proposed project team. Only those individuals proposed to work directly on the subject project should be included in the Staffing Plan. Consistency of staff in the example projects and the proposed team should be ranked higher. Also, project teams that are primarily or completely composed of staff from the proposer or related companies should be ranked higher.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

*DESIGN-BUILDER's that intend to self perform any services must fully disclose this intent. Note well that DESIGN-BUILDER's that intend to self-perform any services must also obtain pricing from up to two (2) pre-qualified companies for the supply and installation of the proposed work. The OWNER must be assured that they are receiving "fair market" pricing for all equipment and installation. Opinions of cost or estimates from third party companies will not be considered an adequate substitute for the above described pricing process. The DESIGN-BUILDER will have the option to self perform the work for the price of the lowest price obtained or to hire the contractor with the lowest price as a subcontractor.*

3. Technical Capability (Maximum 20 points)  
(Proposal Section 4)

Points will be awarded based on the quality and comprehensiveness of the technical project approach, project portfolio, value engineering, and the approach to project management and subcontractor selection process.

4. Financial Terms (Maximum 30 points)  
(Proposal Section 5 and Appendix B)

The OWNER is interested in selecting a DESIGN-BUILDER that conducts business with a philosophy of full transparency and disclosure of all project costs. Unburdened construction cost mark-up will be the primary factor evaluated for the value brought to the OWNER by the proposed approach to project implementation. Consideration will be given to proposals that responsibly maximize the net economic benefit to the OWNER, and that responsibly minimize the risk to the OWNER in connection with the proposed transaction.

Factors that will be considered for purposes of providing the greatest net benefit to the OWNER include:

- Construction Mark-up per the Projected Implementation Costs form included in Appendix B – Proposal Forms;
- The approach to procuring equipment, material and installation labor
- Fully-transparent, open-book pricing delivery model where all unused project funds are returned to the OWNER at project completion.

5. Proposed Project Schedule (Maximum 5 points)  
(Proposal Section 6)

Proposals will be evaluated on the reasonableness, clear presentation, length and detail of the proposed project schedule. The proposal should include descriptions of how the proposer intends to achieve the project schedule.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**  
**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

6. Official Statement of the Proposer (Proposal Appendix B) (Maximum 5 points)

7. Interview (Option Reserved by The OWNER) (Maximum 5 points)

Interviews will be held with up to three (3) top ranked DESIGN-BUILDER's to obtain clarification on issues raised by earlier stages of the evaluation process, and to assess the qualifications of the project team and its ability to implement all tasks and responsibilities in a prompt and efficient manner. Scores assigned for proposals, under any category, may be amended based on information obtained during the oral interviews. The proposed project team should be made available during the oral interview to discuss their individual experience, as well as their specific role in this project.

**C. Final DESIGN-BUILDER Selection**

The proposal with the highest combined total of awarded points from all members of the review team will ultimately determine the DESIGN-BUILDER to be selected to implement the project. The total maximum points per reviewer shall be 100.

The OWNER reserves the right to implement the project in multiple phases and award future phases to the DESIGN-BUILDER selected via this RFP.

**IV. RFP PROCEDURES**

**A. Point of Contact**

Amy S. Clark - [aclark@gmaharic.org](mailto:aclark@gmaharic.org)

Jeff Ferry - [jferry@gmaharic.org](mailto:jferry@gmaharic.org)

**B. Submission of Proposal / Sample CEA**

Respondent must submit an original and two (2) copies of their Proposal.

**C. Proprietary Information**

Information that the proposer wishes to have treated as proprietary and confidential trade information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be accepted. The OWNER will protect such material from disclosure. If, however, such materials are required by law to be disclosed, the OWNER will notify the respondent.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

**D. Modification or Withdrawal of Proposals**

Any proposal may be withdrawn or modified by written request of the proposer, provided such request is received by the OWNER at the above address prior to the date and time set for receipt of proposals.

**E. Right to Reject Proposals**

This RFP does not commit the OWNER to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or procure or contract for services. The OWNER intends to award a contract on the basis of the best interest of and advantage to the OWNER, and reserves the right to accept or reject any or all proposals received as a result of this request. The OWNER reserves the right to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the OWNER to do so.

**V. PROPOSAL: FORMAT AND CONTENTS**

Proposals must be submitted in the format outlined in this section. The OWNER reserves the right to eliminate from further consideration any submittals deemed to be substantially or materially non-responsive to the requests for proposal contained herein.

**Section 1 - Statement of Qualifications** Proposer must include the following elements in response to this RFP:

- (a) Name and address of firm
- (b) Telephone and fax numbers.
- (c) Names, titles, and e-mail address of two people authorized to represent the firm on this project, and answer any questions presented by the OWNER.
- (d) Year firm was established.
- (e) Quantity and type of licensed and/or certified professionals in office that will support this project.

**Section 2 - Project Experience** Proposer must describe three projects that best exemplify the range of technical services provided by the DESIGN-BUILDER for a project similar to this one. Each project description (not to exceed 2 pages) should include:

- (a) Customer's name and address
- (b) Total contract cost.
- (c) Type of contract; design-build, construction management, Guaranteed Maximum Price, Cost Plus, shared savings, etc.
- (d) Name and telephone number of references for the project. (OWNER presumes permission to contact).
- (e) Brief description of the project's scope of services and status. Include type of facility at which project was implemented, whether the project was completed on the original schedule and whether significant problems occurred that affected project performance. This section should be used to demonstrate the firm's experience in completing a project using the technologies relevant to the OWNER's facilities.



[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**  
**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

**Section 3 – Staffing Plan** This section should include a complete description of the individual experience and qualifications of the proposed project staff. The staffing plan should include name, title, experience and relevant duties of each individual active in this specific project. No credit will be granted during the evaluation process for the experience of anyone who will not be directly involved in implementing this project. Provide an organizational chart.

Identify members of the proposed project team involved with the sample projects listed in Section 2 and their current primary office location.

In addition, any sub-consultants the DESIGN-BUILDER intends to use for the project shall be identified and their role(s) described. Provide sub-consultant's name, address, contact person, phone number and relevant experience.

Examples of sub-consultants that shall be identified included but are not be limited to:

- (a) Architectural/Engineering firm that will be responsible for project design
- (b) Geotechnical Engineering
- (c) Survey
- (d) Cost Estimating
- (e) Construction Manager
- (f) *Hazardous material consultants and contractors*
- (g) *Other*

**Section 4 – Technical Capability**

The proposal response must explain the approach your organization will take in delivering the comprehensive technical services required to design, procure and construct the project. Describe the process to be followed in prequalifying, selecting and managing subcontractors.

A submittal of design/specification documents are not required at this time.

**Section 5 - Financial Terms**

The OWNER shall participate in the prequalification, competitive bidding and selection of all construction contractors. Construction bids will be reviewed with the OWNER and contractor selection will be jointly determined between the DESIGN-BUILDER and the OWNER. The OWNER shall approve the bid documents and any subsequent addenda required prior to release. If the proposer is intending to provide a portion or all of the construction utilizing their own personnel, the process by which the assurance of a competitive construction cost for that work shall be described in detail.

None of the DESIGN-BUILDER's expenses and/or overheads shall be included in any way as part of the construction bids including subcontracting of typical DESIGN-BUILDER project development activities. A signed certification statement shall be required from the DESIGN-BUILDER stating this is true. A signed Official Statement of Proposer form, included in Appendix B, shall be attached in the

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

DESIGN-BUILDER's proposal.

For the purpose of calculating the construction mark-up percentages below, the unburdened construction cost shall be defined as the value of the final construction cost paid for facility improvements without any additional mark-ups by the DESIGN-BUILDER. Construction cost shall be defined as the cost of the facility improvement work and shall not include any of the activities listed on the Project Implementation Costs form in Appendix B. The Project Implementation Cost form must be completed in full, and submitted with the DESIGN-BUILDER's proposal. **Incomplete Appendix B forms, or Project Implementation Cost Forms with fee percent ranges on individual lines, will not be accepted.** If the DESIGN-BUILDER intends to use their own labor and/or materials, the unburdened construction cost shall be market price for those services.

Detailed financial information required in this Section includes the following estimated costs that are based on the information provided in this RFP. This information shall be provided using the Project Implementation Costs form in Appendix B.

1. Project Implementation Costs:

(a) Feasibility Study Phase

Show costs below as a percentage of unburdened construction cost.

- (b) Architecture and Engineering Design Services
- (c) Construction/Project Management Labor
- (d) Construction General Conditions/Misc. Expenses
- (e) Cost of Risk
- (f) Bonds/Insurances
- (g) Sub-Contractor Mark-up
- (h) Design-Builder's Profit (Fee)
- (i) Warranty Period Services
- (j) Commissioning
- (k) Any other overhead costs or costs (define)

Note: The OWNER will not pay for any additional costs above the unburdened construction cost that are not identified in the proposal. Refer to Appendix B – Official Statement of Proposer.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**  
**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

**Section 6 – Proposed Project Schedule**

The proposer must provide a complete program schedule for the completion of all major project milestones. The OWNER will only consider a contract schedule that commits the OWNER to pay for one milestone at a time. Should the OWNER choose to terminate the project at the conclusion of any of the milestones, no additional compensation will be provided to the Design-Builder other than the agreed fees through the completed milestone. The OWNER reserves the right to terminate the contract at any time, subject to the termination terms and conditions.

Compensation for termination part way through a milestone will be based on the mutually agreed upon percentage of completion for the milestone at the time of the termination. The proposer must provide a complete schedule for achievement of all major project milestones and tasks. Tasks shall include, but not limited to, the following:

**Milestone 1: Feasibility Study Phase**

Task 1.1: Commencement and completion of Feasibility Study Report

**Milestone 2: Project Development**

Task 2.1: Design phase including design & specification documents

Task 2.2: Subcontractor prequalification, pricing & selection

Task 2.3: Preparation and execution of final contract documents.

**Milestone 3: Construction**

Task 3.1: Obtaining all required permits and government approvals.

Task 3.2: Procurement of all major equipment.

Task 3.3: Construction phase including, kickoff through completion.

Task 3.4: Startup and commissioning.

Task 3.5: Training of facility personnel.

Task 3.6: Substantial Completion

Task 3.7: Final Completion

Task 3.8: Completion of Warranty Period

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

APPENDIX A

**PRE-PROPOSAL CONFERENCE AND SITE VISITS**

The OWNER will conduct a Mandatory pre-proposal conference and walk-through inspection tour of the facilities included in this RFP on June 18, 2019 at 3:00 PM. The pre-proposal conference will be held on site with the walk through to begin immediately thereafter. OWNER officials will be present to answer questions regarding the RFP and the project. Design-Builders interested in attending the conference must contact Amy Clark at [aclark@gmaharic.org](mailto:aclark@gmaharic.org) no later than June 13, 2019.

**Proposals will be accepted only from Design-Builders represented at the pre-proposal conference.** Following the conference, arrangements can be made by contacting the person named above to make an additional site visit(s) for the purpose of gathering additional information.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND COUNTY]

REQUEST FOR PROPOSALS

PROPOSAL INSTRUCTIONS AND CONDITIONS

APPENDIX B:

PROPOSAL FORMS: Official Statement of Proposer

The DESIGN-BUILDER must check the box, sign and include this statement. Statement must be signed by an individual authorized to bind the respondent:

- (a)  The DESIGN-BUILDER agrees that the Project Implementation Costs shown on the attached form are firm for a minimum 60 day period. Below is the name, title, address, and telephone number of the individual with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

- (b)  The DESIGN-BUILDER hereby confirms that none of the their expenses, overheads, fees, profits shall be included in any way as part of the unburdened construction cost as defined in Note 1 of the attached Project Implementation Cost Form.
- (c)  The DESIGN-BUILDER hereby agrees to transparently disclose the unburdened construction cost as defined in Note 1 of the attached Project Implementation Cost Form with each of the DESIGN-BUILDER's pay applications. To document this obligation, the DESIGN-BUILDER shall provide actual signed subcontractor invoices (as backup) with each DESIGN-BUILDER invoice.
- (d)  This signed statement shall assure to the OWNER that the only compensation that will be paid to the DESIGN-BUILDER, will come from the DESIGN-BUILDER costs included on the attached Project Implementation Cost Form. The OWNER will not pay any DESIGN-BUILDER fees, expenses, overheads, or profits in addition to those included on the Project Implementation Costs form attached.
- (e)  The DESIGN-BUILDER shall include this statement acknowledging that some (or all) construction will be required to take place on other than first shift (to ensure that facility schedules will not be interrupted by construction activities) and that additional costs incurred by either the OWNER, the contractor, or both shall be included in the project costs.
- (f)  The OWNER must be assured that they are receiving "fair market" pricing for all equipment and installation. The DESIGN-BUILDER agrees to obtain competitive pricing from up to three companies for the supply and installation of the proposed work. DESIGN-BUILDER's that intend to self-perform the installation services must fully disclose this intent and must include certified payroll for their work if they are prequalified and competitively selected to perform the disclosed work.

I, \_\_\_\_\_ certify that the above information is true and accurate.  
(print name and title)

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

*Authorized DESIGN-BUILDER Signature*

*Date*

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND COUNTY]

**REQUEST FOR PROPOSALS  
PROPOSAL INSTRUCTIONS AND CONDITIONS**

**APPENDIX B  
PROPOSAL FORMS:**

**Project Implementation Costs**

<b>Feasibility Study Phase Fee</b>	\$ _____	Lump Sum	
<b>Unburdened Construction Cost</b> <sup>(1)</sup>	Less than \$X,XXX,XXX	\$X,XXX,XXX to \$X,XXX,XXX	Greater than \$X,XXX,XXX
<b>Construction Mark-up</b> <sup>(2)</sup>			
<u>(as a % of total unburdened construction cost)</u>			
Architecture and Engineering Design Services	_____ %	_____ %	_____ %
Construction/Project Management Labor	_____ %	_____ %	_____ %
Construction General Conditions/Misc Expenses	_____ %	_____ %	_____ %
Cost of Risk	_____ %	_____ %	_____ %
Bonds/Insurances	_____ %	_____ %	_____ %
Sub-Contractor Mark-up	_____ %	_____ %	_____ %
Design-Builder's Profit (Fee)	_____ %	_____ %	_____ %
Warranty Period Services	_____ %	_____ %	_____ %
Comissioning	_____ %	_____ %	_____ %
Any Other overhead costs or costs (define)	_____ %	_____ %	_____ %
Total	_____ %	_____ %	_____ %

Note 1. The unburdened construction cost shall be defined as the value of the actual construction cost paid by the Design-Builder to its subcontractor(s) for the work, without any additional markups by the Design-Builder. The mark-ups listed above shall NOT be included in the value of the unburdened construction cost.

Note 2. The mark-ups listed above shall be the only cost that will be allowed to be added by the Design-Builder to the unburdened construction cost. The total project cost will be the addition of the unburdened construction cost and the value of the above listed mark-ups. Proposer must include the signed affidavit as required in the RFP.

EDITOR'S NOTES: Customize these categories and dollar ranges based on the project you are working on.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**  
**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

APPENDIX C

See Attached HUD FORM 5369



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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive formalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

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

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

APPENDIX D

See Attached HUD FORM 5369-A

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

APPENDIX E

See Attached HUD FORM 5370

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 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. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1.	Definitions	2	<b>Administrative Requirements</b>		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
<b>Construction Requirements</b>			28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

[GREATER METROPOLITAN AREA HOUSING AUTHORITY OF ROCK ISLAND  
COUNTY]

**REQUEST FOR PROPOSALS**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

---

**APPENDIX F**

**PRIOR SPECIFICIATIONS FOR HIGHRISE WINDOW REPLACEMENT PROJECT**

1. Samples of materials as may be requested without cost to Owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.
- B. An NFRC Component Modeling Approach (CMA) generated label certificate shall be provided by the manufacturer. The label certificate shall be project specific and will contain the thermal performance ratings of the manufacturer's framing combined with the specified glass, and the glass spacer used in the fabrication of the glass, at NFRC standard test size as defined in table 4-3 in NFRC 100-2010.

## 1.7 WARRANTIES

### A. Total window installation:

1. The contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total window installation which includes that of the windows, hardware, glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water, and structural adequacy as called for in the specifications and approved shop drawings.
2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at their expense during the warranty period.
3. Warranty period starts at date of final acceptance of all work.

### B. Window Material and Workmanship

1. Provide written guarantee against defects in material and workmanship for 5 years from the date of final acceptance of all work.

### C. Glass:

1. Provide written warranty for insulated glass units that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
2. Warranty period shall be for 10 (ten) years from the date of final acceptance of all work.

- D. Finish: Warranty period shall be for 5 (five) years from the date of final acceptance of all work.

## 2. PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

- A. EFCO® Series SX45 Thermal Horizontal Sliding (specifications and drawings reflect EFCO, no preference implied or intended).
- B. St. Cloud Windows – Series 940
- C. Graham Windows – GT0200
- D. Manufacturers not listed requesting approval to bid their product as an equal must submit the following information 14 days prior to bid date.
  1. A sample sliding window, 36" x 24" single unit, as per requirements of architect.
  2. Test reports documenting compliance with requirements of Section 1.3.
  3. A CMAST report must be provided to ensure thermal performance.
- E. Glass and Glazing
  1. All units shall be factory glazed.
- F. Single Source Requirement: All window products referenced in Section 1.2 shall be by the same manufacturer.

## 2.2 MATERIALS

A. Aluminum: Extruded aluminum shall be 6063-T6 alloy and tempered.

B. Hardware:

1. Concealed plunger lock in the meeting rail with a flush mounted actuating handle.
2. Sash shall ride on steel ball bearing rollers and a raised track, so dirt will not interfere with normal operation.

C. Weather-strip: All primary weather-strip shall be Q-Lon® or equal.

D. Glass:

1. Insulated glass shall be 1" thick with a center of glass U-Factor of 0.25 constructed as follows:
  - a. Exterior lite - 1/4" Annealed Guardian SN68 on the number 2 surface.
  - b. Argon filled Air space of 1/2" inch Technoform Spacer. (Foam/Aluminum spacers shall not be accepted.)
  - c. Interior lite - 1/4" thick Clear Annealed.
2. Other acceptable glazing products:
  - a. PPG "Solarban 60"
  - b. Viracon "VE2M"

E. Thermal Barrier:

1. All exterior aluminum shall be separated from interior aluminum by a rigid, structural thermal barrier. For purposes of this specification, a structural thermal barrier is defined as a system that shall transfer shear during bending and, therefore, promote composite action between the exterior and interior extrusions.
2. The thermal barrier shall be thermal struts, consisting of glass reinforced polyamide nylon, mechanically crimped in raceways extruded in the exterior and interior extrusions.
3. Poured and debridged urethane thermal barriers shall not be permitted.

## 2.3 FABRICATION

A. General

1. All aluminum frame and sash extrusions shall have a minimum wall thickness of .062". Frame sill members shall have a minimum wall thickness of .094".
2. Depth of frame shall not be less than 4 1/2".
3. Mechanical fasteners, welded components, and hardware items shall not bridge thermal barriers. Thermal barriers shall align at all frame and vent corners.
4. All frame and vent members shall be able to accommodate separate interior and exterior finishes and colors.

B. Frame

1. Frame components shall be mechanically fastened.
2. Frame and sash shall have a continuous interlock at the meeting rail.

C. Sash

1. Sash vertical members shall telescope into the sash horizontals and be mechanically fastened.
2. The sash shall be single or double weather-stripped.

D. Screens

1. Half screens only shall be permitted. The screen shall not be surface mounted.
2. Screen frames shall be extruded aluminum.
3. Screen mesh shall be aluminum.
4. Finish to be dark bronze on frames, charcoal on screens.

E. Glazing

1. All lites (both sash and fixed) of the horizontal sliding window shall be inside glazed and weeped.
2. All units shall be glazed with the manufacturer's standard sealant process provided the glass is held in place by a removable, extruded aluminum, glazing bead. The glazing bead must be isolated from the glazing material by a gasket.
3. All units shall be glazed with a minimum of 1/2" glass bit.

F. Finish

1. Anodic: Finish all exposed areas of aluminum windows and components with electrolytically deposited color in accordance with Aluminum Association Designation AA-M10-C22-A44. Color shall be Dark Bronze.

2.4 SEALANT

- A. Sealant shall be Tremco "Dymonic", Sika "Sikaflex" or Sonneborne "NP-1".

3. EXECUTION

3.1 INSPECTION

- A. Job conditions: Verify that openings are dimensionally within allowable tolerances; plumb, level, clean, provide a solid anchoring surface, and are in accordance with approved shop drawings.

3.2 INSTALLATION

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.
- B. Plumb and align window faces in a single plane for each wall plane, and erect windows and materials square and true. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.
- C. Adjust windows for proper operation after installation.
- D. Furnish and apply sealants to provide a weather tight installation at all joints and intersections and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth. Do not block any weeps which are part of the window system.
- E. Sealants specified shall be used in strict accordance with the manufacturer's printed instructions, and shall be applied only by mechanics specially trained or experienced in their use. All surfaces must be clean and free of foreign matter before applying sealing materials. Sealants shall be tooled to fill the joint and provide a smooth finished surface.

3.3 ANCHORAGE

- A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.