



*Growing Communities One Family At A Time
For More Than 70 Years*

QUOTATION FOR SMALL PURCHASES (QSP)

QSP NO. 2022-04

FIRE CASUALTY REPAIRS AT 230-D BINFORD DRIVE

QSP INFORMATION AT A GLANCE

HUNTSVILLE HOUSING AUTHORITY CONTACT PERSON	Ms. Tracie McCann, Procurement Officer Telephone: (256) 532-5676 Fax: (256) 533-6344 TDD: 1-800-545-1833, Ext. 903
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	Access https://ha.internationaleprocurement.com (no “www”). If you have any problems in accessing or registering on the system, please call customer support at 1-866-526-0160
DATE ISSUED	February 21, 2022
PRE-SUBMISSION MEETING / SITE VISIT	Site Visit will be held for this QSP on Monday, February 28, 2022 at 11:00am located at 230-D Binford, Huntsville, AL. 35805
Q&A DEADLINE	Thursday, March 3, 2022 at 2:00 PM CST
QSP DEADLINE (Due Date for Quotes)	Thursday, March 10, 2022 at 2:00 PM CST
QUOTE SUBMITTAL PROCEDURE	Quoters must submit proposed pricing where provided on the Form of Quote form only! The Huntsville Housing Authority (HHA) will accept the proposed written quote by fax, email or by mail delivery only! The HHA will NOT accept proposed quotes verbally or by telephone! <i>DO NOT PLACE QUOTE IN DROPBOX!</i> Quotes are due at the following location: Huntsville Housing Authority 200 Washington Street Huntsville, AL 35801

Huntsville Housing Authority (HHA) has an immediate requirement to solicit interested qualified, license and bonded entities to provide apartment unit casualty repairs. Attention is directed to the specifications outlined in the QSP. Unless otherwise specified in the QSP, all prices shall be a firm fixed cost, and are not subject to adjustments based on costs incurred. All quotes must be submitted on the forms provided by HHA. Contractors shall furnish all the information required by the solicitation.

- 1.0 HUNTSVILLE HOUSING AUTHORITY (HHA) CONTACT:** All questions pertaining to this solicitation shall be submitted in writing **no later than seven (7) business days before the quote due date.**

Written questions may be submitted by email, to the Procurement Officer, Ms. Tracie McCann, at tmccann@hsvha.org or by fax to **(256) 533-6344**. HHA will only respond to written questions and only be bound by its response to written questions. Oral communications are discouraged, and HHA will not be bound by any oral answers or interpretations of the QSP.

- 2.0 APPLICABILITY:** By submitting a quote to the HHA, the Quoter is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction, and if attach; HUD 5370, HUD 5369; HUD 5369-A; Davis Bacon and/or HUD Maintenance Wage Decision.

- 3.0 HHA RESERVATION OF RIGHTS:** The HHA reserves the right to:

- 3.1 Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the HHA to be in the best interest of the HHA;
- 3.2 Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful Quoter;
- 3.3 Determine the days, hours and locations that the successful Quoter shall provide the items or services called for in this QSP;
- 3.4 Reject and not consider any quote that does not, in the opinion of HHA meet the requirements of this QSP, including but not necessarily limited to incomplete quotes offering alternate (not including “or equal” items) or non-requested items or services.
- 3.5 **HHA reserves the right to:**
 - 3.5.1 To make an award to the same Quoter (aggregate) for all items; or,
 - 3.5.2 To make an award to multiple respondents for the same or different items.

- 4.0 RESPONDENT’S RESPONSIBILITY:** Each respondent must carefully review and comply with all instructions provided herein, provided herein, or provided within any named attachments or addenda.

- 4.1 **Bid Bond if applicable. NOTE: All quotes in excess of \$25,000.00 will require a Bid Bond as required by the State of Alabama.** The respondent agrees to provide HHA with a cashier's check or bank draft, payable to HHA, or a satisfactory performance bond executed by the respondent and a corporate surety qualified to do business in Alabama, in an amount equal to, but not less than five percent (5%) of the bid amount. The original, certified copy of the bid bond must be submitted with the bid.

- 5.0 SITE VISIT:** A site visit is scheduled for **Monday, February 28, 2022 at 11:00 a.m. at 230-D Binford Drive, Huntsville, AL 35805**. All potential quoters are strongly encouraged to attend. This will be the only opportunity to be accompanied while visiting the site.

- 6.0 QUOTE DEADLINE:** Quotes must be received by or before 2:00 p.m. CST, March 10, 2022. Each Quoter shall submit their proposed quote by the posted deadline, as provided for herein. Whereas this is an informal solicitation process, the HHA reserves the right to extend the posted deadline at any time prior to the deadline.
- 7.0 HOLD PRICES/NON-ESCALATION:** By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each quoter thereby agrees to "hold" or not increase the proposed quote during the term of the work unless otherwise agreed upon by HHA.
- 8.0 AGREEMENT:** The HHA will procure the applicable goods or services by issuance of an Agreement (which shall have the same meaning as a "contract"). By submitting a quote, the successful Quoter thereby agrees to confirm receipt of the Agreement in the manner directed by the HHA.
- 8.1 AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CO, award shall be made to the responsive and responsible quoter that submits the lowest cost. The results of the solicitation will not be released until HHA has determined the lowest quote to be responsive and responsible. **NOTE: All awards exceeding \$25,000.00 will require a Payment and Performance Bond prior to a Notice to Proceed.**
- 8.2 PREVAILING SALARIES OR WAGES:** Contractor shall provide weekly payroll records, personnel records and documents, and other records and/or documents that may be used to verify Contractor's compliance with U.S. Department of Housing and Urban Development, Office of Labor Relations, and Maintenance Wage Rate Determination. Contractor shall pay all laborers and mechanics employed under this contract in accordance with the **Davis-Bacon Wages Rates** (*attached*).
- 8.3 CONTRACT FORM REQUIREMENTS:** By completing, executing and submitting the Form of Quote form, the Quoter is thereby agreeing to abide by all terms and conditions, requirements, & responsibilities pertaining to this QSP as issued by the HHA, including executing the HHA's contract or any other agreement substantially approved as to form and substance by the HHA. Quoter further agrees that all documents, including but not limited to the Pre-construction/Pre-Submission checklist, is a binding component of the contract agreement issued by HHA.
- 8.4 SCOPE OF SERVICE DISCLAIMER:** All specifications listed within the Scope of Services of the HHA's contract will generally be the same as those listed within this QSP's Scope of Services. Any Quoter that believes the listed specifications within the Scope of Service descriptions are unreasonable or incomplete shall address such issues with the HHA CEO, or his designee in writing during the solicitation period, prior to the posted quote/bid deadline. Once the quote/bid deadline has passed, revision of the specifications set forth shall not occur.
- 8.5 QUANTITIES (if applicable):** All quantities entered with the Form of Quote form (if applicable) along with the corresponding pricing items are for calculation purposes only. As may be further detailed herein, the HHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this QSP.
- 8.6 TIME AND ORDER OF PERFORMANCE:**
- 8.6.1** Performance of Agreement shall begin as **scheduled per agreement** and shall be completed no later than **scheduled per agreement**, unless an extension of time is authorized by HHA; and is evidenced in a written document signed by HHA; and executed before the scheduled completion date. Performance of an Agreement shall commence with issuance of a Notice to Proceed by the Executive Director/CEO. The notice to proceed, upon issuance, shall become an attachment and amendment to this Agreement as though fully set forth herein and is intended to prevail over the scheduled dates, if different than those stated in agreement.

- 8.6.2 Contractor acknowledges, understands and agrees that the time for completion of the work by the scheduled date is of the essence in this agreement.
- 8.6.3 The option to renew the agreement for additional one-year periods, for a maximum total of 5 years may be offered at the discretion of HHA *if applicable*.
- 8.6.4 If Contractor fails to complete the work within the time specified in the agreement, or any extension, the contractor shall pay to HHA as liquidated damages, the sum of **\$200.00** for each day of delay.

(a) If HHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned by HHA in completing the work.

(b) If HHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damaged until the work is completed or accepted.

- 9.0 INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the HHA, may invalidate the quote submitted. Furthermore, the HHA shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 10.0 QUOTE COSTS:** There shall be no obligation for the HHA to compensate any Quoter or prospective respondent for any costs that he/she may incur in responding to this QSP.
- 11.0 SHIPPING COSTS:** Each quote sum submitted shall include completion of the specified services at the HHA site or location, as specified within this QSP or on any Agreement issued.
- 12.0 ASSIGNMENT OF PERSONNEL:** The HHA shall retain the right to demand and receive a change in personnel assigned by the successful Quoter to provide services to the HHA if the HHA believes that such change is in the best interest of the HHA and the completion of the work or provision of the items.
- 13.0 SECTION 3 COMPLIANCE:** "This solicitation is covered under Section 3 of the HUD Act of 1968, including the most recent Final Rule Effective November 30, 2020. That new rule deals with Hours Worked by low-income persons that reside in the project area. The final requirements and documents are being developed and you are agreeing to adhere to the new rule and its requirements, if ward a contract with Huntsville Housing Authority"

The Contractor will be required to report **total number hours worked for all employees on all HHA jobs/projects**. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

- 14.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful Quoter shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the PO or the contract with the HHA.
- 15.0 ENTRY OF PROPOSED COST:** The proposed costs shall be submitted by the Quoter and received by the HHA where provided on the attached Quote form. You must enter a proposed fee for the Pricing Items (a "No Quote" is not allowed for any item), though a "No Charge" is allowed for several of the Pricing Items.

16.0 LICENSING REQUIREMENTS: By submitting a quote the successful Quoter certifies that he/she possess and will, prior to execution of a contract or issuance of a Purchase Order (PO), present to HHA, proof and/or certification of the following:

- 16.1 The Quoter shall possess all the required permits, licenses and certifications legally necessary to perform the work of the type required by this QSP.
- 16.2 The Quoter shall also possess all the required state and local permits, licenses and certifications to perform work of the type required by this QSP in the **State of Alabama** and/or the **County of Madison** if such state or location certification is legally required to perform the work.

17.0 INSURANCE: Contractor shall present to HHA prior to award (but not as a part of the quote submission) proof of insurance compliant with the requirements below:

- 17.1 **WORKERS' COMPENSATION:** If the Quoter has employees as defined by the State of Alabama, the Quoter shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of Alabama.
- 17.2 **COMMERCIAL GENERAL LIABILITY:** An original certificate evidencing General Liability coverage, naming the HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000).
- 17.3 **VEHICLE LIABILITY:** An original certificate showing the Quoter's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 17.4 **PROFESSIONAL LIABILITY:** If Quoter is providing services or expertise that falls under a quasi-professional role, an original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000. **If applicable*

18.0 LIABILITY-INDEMNITY-REMEDIES

- 18.1 In the course of performing the services under this Agreement, Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made or determined payable against HHA, Contractor further shall indemnify and hold HHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents, or subcontractors and arising out of any other operation no matter by whom performed for and on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done, or permitted by Contractor or HHA.

18.2 To the full extent authorized by law, Contractor agrees to indemnify, hold harmless and defend HHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incidental thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) which HHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against HHA, its commissioners, employees, or agents, as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractors or agent, in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement, and which said act or failure to act is contrary to or is not authorized by this Agreement or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by the negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which HHA is entitled under § 11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to \$100,000 for bodily injury or death for one person in a single occurrence; \$300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and \$100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of HHA in any manner.

19.0 SCOPE OF WORK / TECHNICAL SPECIFICATIONS: Contractor will be responsible for providing all labor, tools, equipment, security, services, water, light, heat, power, transportation, and supervision necessary for the satisfactory performance of the work subject to this QSP. The attached scope of work/technical specification may or may not be all inclusive. It is HHA's intent for the apartment to be ready to rent upon completion.

20.0 CONTRACTOR ADDITIONAL RESPONSIBILITIES

Although HHA has attempted to identify all the Contractor's requirements and responsibilities, the attached list may or may not be all-inclusive.

20.1 Contractor shall be responsible for all damage done by his equipment and personnel. Any damage shall be reported immediately to HHA's contractor administrator or site manager so, if necessary, a work order may be issued and cost is billed back to the contractor for payment.

20.2 Contractor shall thoroughly clean all physical areas on which work is done or which are affected by the work. This shall be done on a daily basis after the work is complete. The contractor shall remove and transport from the site all trash, debris, scrap, waste, and other materials resulting from the service.

20.3 **CLIENT INFORMATION.** Contractor shall submit a listing of former or current clients, including Public Housing Agencies, for whom the contractor has performed similar or like services to those being proposed herein. The listing shall, at minimum, include:

- The Client's company name;
- The client's contact name;
- The client's contact phone number
- A brief description and Scope of Service(s) and the dates the services were provided.

21.0 DOCUMENTS THAT APPLY TO THIS QSP:

- 21.1 Quote Form;
- 21.2 Profile of Firm Form (*for quoter and any sub-contractors*);
- 21.3 Client Reference Form
- 21.4 E-Verify
- 21.5 Copy of Business License

*Quoter upon an award shall provide all the required state and local permits, licenses and certifications to perform work of the type required by this QSP in the **State of Alabama** and/or the **County of Madison** if such state or location certification is legally required to perform the work.*

- 21.6 A copy of 24 CFR 75, commonly known as Section 3 (included by reference - a copy will be delivered by the HHA to any firm upon submission to the Procurement Officer of a written request for such). The successful quoter hereby agrees to comply with all requirements of the HUD Section 3 Program as detailed therein. If a quoter chooses to certify as a Section 3 quoter, he/she shall receive the Business Concern preference noted therein. In any case, the successful quoter shall be required to, as detailed therein, "to the greatest extent feasible . . . provide economic opportunities to low- and very-low income persons,".
- 21.7 The HHA reserves the right to require the successful quoter/contractor to utilize any and all forms required by HUD to complete the required work, including providing payroll per U.S Department of Labor requirements and by submitting his/her quote each contractor agrees to do so at no additional charge.
- 21.8 All of the terms and requirements listed within each of the following documents are hereby included by reference as a part of this QSP. The respondent thereby agrees to abide by all such terms and requirements. The respondent must inform HHA in writing if he/she wishes to receive a copy of any of these documents: form HUD-5369; form HUD-5369-A; form HUD-5370EZ; Table 5.1 of HUD Procurement Handbook 7460.8 REV 2; and the contract clauses contained within 2 CFR §200.317-§200.326.

QUOTE FORM

QUOTATION FOR SMALL PURCHASES (QSP)

QSP NO. 2022-04

FIRE CASUALTY REPAIRS

AT 230-D BINFORD DRIVE

In compliance with the above, the undersigned offers and agrees, if the quote is accepted within 90 calendar days from the date of the quote deadline, to furnish all of the items upon which prices are quoted, at the price set forth, delivery at the designated point and within the time specified in the contract and/or QSP. **HHA will accept the proposed pricing by fax (256) 533-6344, email tmccann@hsvha.org, or by mail delivery (200 Washington Street, Huntsville, AL 35801, P.O. Box 486, 35804-0486 only (it is the contractors responsibility to verify receipt of their quote! The HHA will NOT accept proposed pricing verbally, by telephone or in person at this time!**

SUBMIT QUOTE NO LATER THAN THURSDAY, MARCH 10, 2022 @ 2:00 PM

SUBMIT QUOTE FORM TO:

Tracie McCann, Procurement Officer

Email: tmccann@hsvha.org

Fax: 256-533-6344

Huntsville Housing Authority
Attn: Tracie McCann
200 Washington Street
Huntsville, Alabama 35801

OR

Huntsville Housing Authority
Attn: Tracie McCann
P.O. Box 486
Huntsville, Alabama 35804-0486

The HHA will NOT accept proposed pricing verbally, by telephone or in person at this time!

It is the contractor's responsibility to verify receipt of their quote!

	TOTAL COST FOR UNIT REPAIRS
FOR SPECIFIED SUM OF _____ Written Amount	\$ _____

***Firm-Fixed-Price (FFP) Fee:** Compensation should be based on a firm-fixed -price (FFP) fee. *Unless otherwise stated, the proposed compensation is **all-inclusive** of all related costs that the successful respondent will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Huntsville Housing Authority (HHA); etc.*

QUOTE FORM *continued*

NAME OF COMPANY: _____

ADDRESS: _____

CITY: _____

STATE & ZIP CODE: _____

CONTACT NAME: _____

PHONE#: _____ EMAIL: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTE

PRINT NAME

TITLE: _____ **DATE:** _____

HUNTSVILLE HOUSING AUTHORITY

Antonio McGinnis
Executive Director/CEO
tmcginnis@hsvha.org
256-539-0774

INVOICE FOR PAYMENT SHOULD BE MAILED TO:

Huntsville Housing Authority
Post Office Box 486
Huntsville, Alabama 35804-0486
or emailed to: accountspayable@hsvha.org

Tax Exempt: TAX EXEMPTION CERTIFICATE WILL BE FURNISHED BY HHA UPON REQUEST.

QUOTE FORM COMPLIANCE STATEMENT

In compliance with the quote documents, the undersigned, in making this quote, represents the following:
(Respondent is to initial each line item to certify agreement.)

Respondent's Initials

- _____ 1. Respondent has read and understands the QSP documents, and respondent's response is made in accordance therewith;
- _____ 2. Respondent has reviewed the Scope of Services subject QSP prepared by Huntsville Housing Authority (HHA) and understands that it will apply to this QSP and his/her response is made in accordance therewith;
- _____ 3. Respondent has had the opportunity to familiarized himself/herself with the local conditions under which the services are to be performed and has correlated his/her observations with the requirements of the QSP documents;
- _____ 4. Respondent agrees with the compensation to be paid based upon a firm-fixed cost.
- _____ 5. Respondent has reviewed the HHA policy on Section 3 compliance provided. All respondents will be required to demonstrate compliance with Section 3, to the greatest extent feasible, *if applicable*.
- _____ 6. Respondent (Contractor) agrees and understands that due to insurance purposes HHA may require Contractor to provide "take off" sheets. This will be at the request of insurance company only.

List of Acknowledged Addenda (*if no addenda published, leave blank*)

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

The Undersigned Respondent agrees to the following:

- The undersigned certifies that he/she is authorized to execute agreements/contracts on behalf of the Respondent as legally named, that the respondent's proposal is submitted in good faith without fraud or collusion with any other respondent, that the information indicated in the document is true and complete, and that the Proposal is made in full accord with State Law.

SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL

DATE

PRINT NAME

TITLE: _____

CLIENT REFERENCE FORM
RETURN WITH QUOTE

The past performance of the respondent on prior work of the same or similar nature, in the past (3) years, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the HHA chooses to conduct with such. The past performance shall also include quality of work, and compliance with performance schedules.

Respondent shall submit a listing of former or current clients, including any other Public Housing Authority for whom the respondent has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:

- Client's name
- Client's contact name
- Client's telephone number
- A brief description and scope of the service(s) and the dates the services were provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided



CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with E-Verify, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of HHA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established with E-Verify. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by

E-Verify. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Contractor: _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

**PROFILE OF FIRM
RETURN WITH QUOTE**

(This Form must be fully completed and placed in the submittal.)

PRIME_____ SUB-CONTRACTOR _____

(Proposer must also identify his sub-contractors (if any) by making a copy of Profile of Firm form and providing a completed copy for each sub-contractor)

(1) Name of Firm: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Email: _____

(4) Respondent Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) ☐ Public-Held Corporation ☐ Government Agency ☐ Non-Profit Organization
_____ % _____ % _____ % _____ %

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

☐ Resident-Owned ☐ African American ☐ Native American ☐ Hispanic American ☐ Asian/Pacific American ☐ Asian/Indian American
_____ % _____ % _____ % _____ % _____ % _____ %

☐ Woman-Owned (MBE) ☐ Woman-Owned (Caucasian) ☐ Disabled Veteran ☐ Other (Specify)
_____ % _____ % _____ % _____ %

WMBE Certification Number: _____

Certified by: _____

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Federal Tax ID No. _____

DUNS No. _____

(6) Business License No. _____ State _____

(7) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(8) Worker's Compensation Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(9) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

- (10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided 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 current status.

- (11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of HHA? ☐ Yes ☐ No

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

- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or quote hereby certifies that such proposal or quote is genuine and not collusive and that said respondent entity has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person to put in a sham proposal or quote or to refrain from proposing or quoting, 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 quote price of affiant or of any other respondent or Quoter, to fix overhead, profit or cost elements of said proposal or quote price, or that any other respondent or Quoter 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 quotes are true.

- (13) **Verification Statement:** The undersigned respondent 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 HHA discovers that any information entered herein if false, that shall entitle HHA to not consider nor make or to cancel any award with the undersigned party.

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

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

Signature

Date

Printed Name

Title

SECTION 3 COMPLIANCE AGREEMENT
RETURN WITH QUOTE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 24 CFR Part 75 (Section 3).

- 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, 24 CFR Part 75 (Section 3). The purpose of Section 3 is to bring about economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, be directed to low and very low-income persons residing in communities where the financial assistance is expended, 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 or 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 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. The contractor and any subcontractor(s) shall electronically provide to HHA documentation of their good faith efforts to comply with the contract and workforce participation goals of this project. This would include but not be limited to total number of hours worked on each job/project, weekly certified payroll, subcontract awards, and contract/subcontract payments. All information shall be provided through ePrismSoft, a web-based compliance tracking system.
- 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 (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. 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).

I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 75 – Section 3 Regulations.

Signature

Title

Date