

**Project Manual for:**

**Greensboro Housing Authority -  
Greensboro Housing Management  
Corporation (GHMC)**

**Foxworth - Phase I [1506 – Lot #6]  
Main Campus  
1408 Lees Chapel Road - Greensboro, NC**

Architect Project No. 2017-1A

**Addendum #2 - 08.17.2018**



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END OF DOCUMENT 000101

## DOCUMENT 009113 - ADDENDUM

## 1.1 PROJECT INFORMATION

- A. Project Name: <**Foxworth – Phase I – Lot#6**>.
- B. Owner: <**Greensboro Housing Authority**>.
- C. Owner Project Number: <**NA**>.
- D. Architect: <**Tate Architecture PLLC**>.
- E. Architect Project Number: <**2017-1A**>.
- F. Date of Addendum: <**August 17, 2018**>
- G. Addendum # <**2**>.

## 1.2 NOTICE TO BIDDERS

- A. This Addendum is issued [**to all registered plan holders**] pursuant to the [**Instructions to Bidders**] [**and**] [**Conditions of the Contract**]. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is [**changed by this Addendum**], at same time and location.
  - 1. Pre-Bid Date: <**Monday - August 27, 2018**>.
  - 2. Bid Date: <**Thursday - September 6, 2018**>.

## 1.3 ATTACHMENTS

- A. This Addendum includes link to revised files –
  - 1. [https://1drv.ms/f/s!Atz3sWGqbauthL1T-OmacgvHfq\\_fLQ](https://1drv.ms/f/s!Atz3sWGqbauthL1T-OmacgvHfq_fLQ)
  - 2. <http://www.gha-nc.org/vendors/current-bids-requests-for-proposals.aspx>
- B. This Addendum includes the following Contractor questions
  - 1. None
- C. This Addendum includes the following attached Documents and Specification Sections:
  - 1. None

D. This Addendum includes the following attached Sheets: (REVISION #1)

1. General Sheet <NA> .
2. Civil Sheet <NA>
3. Landscape Sheet <NA>
4. Structural Sheet <NA>.
5. Architectural Sheet <NA>.
6. Interiors Sheet <NA>
7. Fire Protection Sheet <NA>
8. Plumbing Sheet <NA>.
9. Mechanical Sheet <NA>.
10. Electrical Sheet <NA>
11. Telecommunications Sheet <NA>

END OF DOCUMENT 009113

## 1.1 INVITATION TO BID

The Greensboro Housing Authority (GHA), Greensboro, North Carolina, will receive bids for the construction project Foxworth Phase I (Lot#6) at 1408 Lees Chapel Road, Greensboro, NC until **3:00 P.M., Eastern Time, on September 6, 2018** at 450 North Church Street, Greensboro, North Carolina 27401, at which time and place all bids will be publicly opened and read aloud.

A pre-bid conference and site visit will be held at **10:00 A.M., August 27, 2018** starting at the GHA Central Office located at 450 N. Church St., Greensboro, NC 27401.

A complete package, including the proposed Contract, General Conditions, Supplementary Conditions and Specifications will be available on **August 20, 2018** for prospective bidders online at the following website: <http://gha-nc.org/vendors/current-bids-requests-for-proposals.aspx> Contact GHA at 336-271-8501 if you need assistance accessing the specifications.

The bid opening will be accessible to individuals with handicaps. Individuals having special requirements should contact Tony Humphrey, at (336) 275-8501 (TDD #275-8501) no later than 48 hours prior to the established pre-bid conference date.

The bidder's attention is called to the Section 3 HUD Act of 1968, as amended by the Housing and Community Development Act of 1992, and the requirements for a Section 3 Affirmative Action Plan; and the Standard Federal Equal Employment Contract Specifications set forth in the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246. The Bidder shall also comply with Section 504 of the Rehabilitation Act of 1973 as amended. Certifications shall be submitted by the Bidder evidencing understanding and compliance with the above-named requirements. Payment of not less than the minimum salaries and wages set forth in the Specifications must be paid on this project.

No bid may be withdrawn for a period of 90 days subsequent to the opening of bids, without the consent of the Greensboro Housing Authority.

The Greensboro Housing Authority reserves the right to reject any or all bids.

Date: August 17, 2018

GREENSBORO HOUSING AUTHORITY  
450 North Church Street  
Greensboro, NC 27420  
Tony Humphrey, Contracting Officer

**NOTE:**

All papers required to be delivered to GHA shall, unless otherwise specified in writing to the Contractor, must be delivered to the attention of:

Tony Humphrey  
Greensboro Housing Authority  
450 North Church Street  
Greensboro, NC 27401

## **1.11 Project Address**

Foxworth Phase I  
Lot #6  
1408 Lees Chapel Road  
Greensboro, NC

## **1.2 SCOPE OF WORK**

### **Section II – Project Description**

1. New 3 Story Apartment Building on Lot #6
2. The Building will have 12 – (2) bedroom units.
3. There will be 4 ADA apartment (2) Type A, (2) Type B. The remainder will be standard units. There are 4 existing buildings on the site.
4. The structures are slab on grade concrete with masonry and vinyl siding exterior walls, drywall partitions, LVT flooring over concrete and wood framed floors, pre-engineered rafter with asphalt shingles.
5. Party walls are wood construction with drywall that has a painted finish. All interior partitions are studs and drywall construction.
6. Facility will be required to meet the following advanced energy requirements
  - a. HERO
  - b. Energy Star

### **Site:**

Site improvements include:

1. New Play Ground Amenity
2. New HC parking spaces (4)
3. New standard spaces (4)
4. New Accessible Sidewalk to Lot #6 and New Play Ground Amenity
5. Expansion of existing drive isle
6. Expansion of existing utilities.

Refer to Construction Documents for specific details on above referenced scope of work.

## 1.3 SPECIAL CONDITIONS

### 1. TIME FOR COMPLETION

The work shall be commenced upon notification by authorized GHA personnel. General Contractor is to furnish GHA with a construction schedule prior to commencement of activities.

### 2. LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable of and shall pay to the Greensboro Housing Authority \$100.00, as fixed, agreed liquidated damages for each calendar day of delay, until the work is completed and accepted. Date as agreed on for completion shall be stated on GHA Notice to Proceed to the General Contractor. Where this amount conflicts with the amount listed in part 33(a) of the General Conditions HUD-5370, the higher amount shall prevail.

### 3. COMMUNICATIONS

- a. **All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.**
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the Signature page of the Contract (or at such other office as he may from time to time designate in writing to the Local Authority), or deposited in the United States mail in a sealed, postage prepaid envelope, or if sent by facsimile, or if sent by email to the Contractor.
- c. All papers required to be delivered to the GHA shall, unless otherwise specified in writing to the Contractor, be delivered to:  
Greensboro Housing Authority  
450 North Church Street  
Greensboro, NC 27401  
and any notice to or demand upon the GHA shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post, at the time of actual receipts, as the case may be.

### 4. MINIMUM RATES OF PAY

A schedule of the minimum rates of pay applicable to this contract is included in these Specifications. Any State Wage Rate that exceeds the corresponding Federal Rate is inapplicable and shall not be enforced by the GHA. Wage rates schedule is included.

### 5. SCOPE OF CONTRACT

See Section 1.2. NOTE: The General Contractor shall bid only work as defined in the Scope of Work and Specifications.

## 6. STAGING OF CONSTRUCTION MATERIALS AND PARKING OF CONSTRUCTION VEHICLES

The contractor shall coordinate with the GHA the staging of construction materials and construction vehicles to ensure minimum obstruction and interference with traffic flow and tenants.

7. Upon completion and final inspection of project, the general contractor is to complete forms in Section 7 and submit with final invoice to GHA. Forms are to be submitted to GHA prior to final payment.

## 8. PAYMENT PROCEDURE

Greensboro Housing Authority has the following policy for payment on invoices. In order to be paid on schedule, the invoice must be received by GHA with all supporting documentation attached. GHA reserves the right to issue payment up to 30 days after the receipt of ALL required documentation associated with the pay request. Delays in providing required documentation may result in delays in payment. **Three original signed sets, all payroll records for the pay period and a copy of all invoices for items purchased during the pay period** must be submitted when requesting partial payment, **in addition to any other documents listed in Section 6.**

NOTE: Under no circumstances is the General Contractor or Representative of the General Contractor permitted to contact the Greensboro Housing Authority's Accounting Department for the purpose of verifying the status of payment on invoice. Inquiries should go through the assigned Project Manager.

## 9. SUPERVISION

The general contractor shall personally or through an authorized and competent representative, **constantly** supervise the work from the beginning to completion and final acceptance. So far as possible, each subcontractor shall keep the same foreman and workmen on the job throughout the completion of the project.

## 10. REFERENCES AVAILABLE

For reference only, GHA has provided documents, Acts, Notices, forms, and other materials referenced in this specification packet at the following address: <https://gha-nc.box.com/SpecDocs>

## 1.4 INSTRUCTIONS TO BIDDERS, HUD-5369

This HUD form is available for download from HUD at this address:

<http://www.hud.gov/offices/adm/hudclips/forms/files/5369.pdf>

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

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

Previous edition is obsolete

form HUD-5369 (10/2002)



## Instructions to Bidders for Contracts

### Public and Indian Housing Programs

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#### 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, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities 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.

## 1.5 ADDITIONAL INSTRUCTIONS TO BIDDERS

### 1. BID FORMS

- A. All bids must be submitted on forms furnished by the Greensboro Authority (GHA), notarized, and shall be subject to all the requirement of the Agreement, the General Conditions, the Supplementary Conditions and the specifications and Drawings, if any.
- B. Bid Documents shall be sealed in an envelope which shall be clearly labeled with the words 'BID DOCUMENTS' and show the Proposed Work Title, Name of Bidder, and the date and time of the bid opening.
- C. The bid package shall include all information and documents required in the "Checklist of Required Documents" in Section 2.1 as well as any other requirements listed in the specifications.

### 2. INTERPRETATION

- A. No oral interpretations will be made to any bidder as to the meaning of the Contract, General Conditions, Supplementary Conditions, and the Description of work. Every request for an interpretation shall be made in writing and any inquiry received ten or more days prior to the date fixed for opening of bids will be given consideration. Interpretations will be in the form of an addenda which will be on file in the offices of the Greensboro Housing Authority at least seven days before bids are opened. In addition, addenda will be made available to each bidder. It is each bidder's responsibility to make inquiry as to addenda(s) issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.
- B. Bidders requiring directions to site locations for purpose of a site review may call (336)275-8501 from 8:30 a.m. until 5:00 p.m. Monday through Friday.

### 3. BID GUARANTY- Will be required for this project.

The bid must be accompanied by a bid guaranty which shall not be less than five (5) percent of the amount of the bid and at the option of the bidder may be a certified check, bank draft, U.S. Government bond at par value, or a bid bond secured by a surety company. Certified check or bank draft must be made payable to the order of the Greensboro Housing Authority. The bid guaranty shall ensure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder all as required by the Supplementary Conditions. The bid guaranty of unsuccessful bidders will be returned as soon as practical after the opening of bids.

### 4. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept and unopened. The officer with the responsibility of opening the bids will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.

Facsimile bids will not be considered.

### 5. OPENING OF BIDS

Refer to HUD-5369 Instructions to Bidders

### 6. WITHDRAWAL OF BIDS

Refer to HUD-5369 Instructions to Bidders

**7. AWARD OF CONTRACT; REJECTION OF BIDS**

- A. The contract will be awarded to the responsive, responsible bidder submitting the lowest proposal complying with conditions of the invitation for bids, provided his bid is reasonable and it is to the interest of GHA to accept it.
1. GHA shall not award any contract until the bidder has been determined to be responsive. To be considered responsive, a bid must conform to the material requirements of the Initiation to Bid. GHA must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. Failure to respond in a timely fashion as specified by GHA may be considered nonresponsiveness.
  2. GHA shall not award any contract until the bidder has been determined to be responsible. A responsible bidder must:
    - i. Have adequate financial resources to perform the contract,
    - ii. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's existing commercial and governmental business commitments;
    - iii. Have a satisfactory performance record;
    - iv. Have a satisfactory record of integrity and business ethics;
    - v. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
    - vi. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
    - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation (LDP).
  3. GHA has the right to request any information necessary to determine that a bidder is both responsive and responsible.
  4. If a prospective contractor is found to be non-responsive and/or non-responsible, a written determination shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.
- B. The bidder/bidders to whom the award is made will be notified at the earliest practical date.
- C. The GHA is prohibited from making awards to contractors or accepting as subcontractors any individuals or firms which are on the lists of contractors ineligible to receive awards from the United States Government, as furnished from time to time by HUD.
- D. The Greensboro Housing Authority reserves the right to reject the bid of any bidder who has failed to perform properly, or to complete on time, contracts of a similar nature; who is not in the position to perform the contract, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to subcontractors, material suppliers, or employees.
- E. The Greensboro Housing authority reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the GHA. GHA reserves the right to accept the bid as a lump sum or as a unit price.

**8. PERFORMANCE AND PAYMENT BOND - EXECUTION OF CONTRACT**

- A. Subsequent to the award and within ten calendar days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to GHA a contract in the form furnished in such number of counterparts as GHA may require.

- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish bond(s) in accordance with the requirements set forth in Section 3.4.

9. EQUAL EMPLOYMENT OPPORTUNITY

- A. Attention is called to the Equal Employment Opportunity provisions of the contract.
- B. A Certification of Non segregated Facilities must be submitted prior to the award of a contract exceeding \$10,000. Such a certification is contained in HUD form 5369-A to be signed and submitted with the bid.
- C. Subcontractors (suppliers or services) are not exempt and must comply with the provision of the Equal Employment Opportunities provision of this contract.
- D. The prime contractor will maintain on file the certifications of subcontractors.

10. PRE-CONSTRUCTION CONFERENCE

Refer to HUD-5369 Instructions to Bidders

11. LABOR/MATERIALS

Contractor will furnish all labor, equipment, materials and services required to perform the work specified in Supplementary Conditions, Specifications and Drawings, if any.

12. SITE, MATERIALS, AND SPECIFICATION FAMILIARIZATION

- A. The Contractor shall be held responsible for visiting the site, examining all related documents included in the bid package, and examining the specifications designated in the Invitation to Bid. The Contractor shall thoroughly familiarize himself with existing conditions before submitting the bid, satisfying himself as to the nature and location of the work, the character and quantity of materials to be encountered, the general local conditions, and all other matters which can affect the work under this contract.
- B. It shall be the contractor's responsibility to visit the site to obtain whatever dimensions, date, etc. relative to the existing site conditions necessary to prepare his/her bid. The owner takes no responsibility for data not included in the specifications but required and available at the site.
- C. Acknowledgement of a site visit and receipt of current specification sections applicable shall be included with bid. No allowance will be made for lack of knowledge of existing conditions or the latest Specifications.

13. INCONSISTENCIES FOUND IN THE CONTRACT DOCUMENTS

- A. The drawings and specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both. Should the drawings disagree with the specifications, the specifications shall take precedence over the drawings and shall be used for estimating a bid price.
- B. Should the drawings/specifications disagree in themselves, the disagreement shall be brought to the attention of GHA and/or its designee for clarification before bids are submitted. All items not specifically mentioned in the specifications as noted, or indicated on the drawings, but which are obviously necessary to make a complete working installation, shall also be brought to the attention of GHA and/or its designer for clarification before bids are submitted.
- C. The drawings accompanying the specifications outlined in the Invitation to Bid letter indicate generally the location of equipment, structures, etc. While these drawings shall be followed as closely as possible during construction, all measurements should be checked at the site and necessary changes shall be made to coordinate with structural conditions, equipment to be installed, other systems, etc., with no additional cost to the owner due to measurements that were available at the site.

**14. SUBSTITUTION OF MATERIALS**

- A. After award of contract, substitution of materials or alterations to details will be considered only if proof is presented that specified materials are not available and where the details as shown are impossible because of unforeseen conditions. Substitution of materials or alterations shall not be made without prior written approval of GHA and/or its designer. Refer to Section 5.2.

**15. SUBCONTRACTORS SUBLETTING WORK**

The subcontractor shall not enter into any contract to sublet work assigned and contracted through the prime contractor. The prime contractor shall be responsible for the compliance by all subcontractors. A breach of this compliance may be grounds for termination of the contract and for debarment as a contractor and a subcontractor.