

NOTICE

COMMUNITY DEVELOPMENT DEPARTMENT

EMERGENCY HOME REPAIR PROGRAM

Submission Deadline

Thursday, March 30, 2023

2:00 p.m.

Suffolk Redevelopment & Housing Authority

Community Development Department

530 E. Pinner Street

Suffolk, Virginia 23434

(757) 539-2100

NOTICE TO CONTRACTORS
COMMUNITY DEVELOPMENT DEPARTMENT
EMERGENCY HOME REPAIR PROGRAM

The Suffolk Redevelopment & Housing Authority is formally accepting separate quotes/proposals on behalf of qualified homeowners for the Emergency Home Repair Program. This program is funded by the Department of Housing and Urban Development through the City of Suffolk.

Quote/Proposal Packets may be obtained upon request at the offices of the Community Development Department located at 530 E. Pinner Street, Suffolk, Virginia 23434, during regular business hours of 8:00 am to 5:00 pm Monday through Friday.

Contractors are encouraged to attend the pre-quote/proposal walk-throughs:

PRE-REGISTRATION IS REQUIRED

Pre Bid Conference/Walk Through Date
March 21, 2023

03/13/2023

Tuesday, March 21, 2023 at 10:00 a.m. IDIS #810
9302 Southwestern Blvd, Suffolk VA 23437

In light of the COVID pandemic, you **must contact our office to attend the walk through** and masks are required.

Quotes/Proposals will be received and accepted until Thursday, March 30, 2023, at 2:00 p.m. at the Community Development office of SRHA. Packets may be delivered by United States Postal Service or any other carrier service or delivered in person, sealed and placed in our external drop box or a sealed packet can be left with the receptionist.

Contractor Award Decision

On or after Thursday, March 30, 2023

*SRHA Community Development Department
530 E. Pinner Street
Suffolk, Virginia, 23434
757-539-2100*

For further information, please contact Anita Jackson at (757) 539-2100.

NOTICE TO BIDDERS & INFORMATION

Notice is given that the Suffolk Redevelopment and Housing Authority (SRHA), Community Development Department will be accepting sealed bids/quotes on behalf of qualified homeowners for the Emergency Home Repair Program. This program is funded by the Department of Housing and Urban Development.

Bid Packets may be obtained and the offices of the SRHA Community Development Department located at 530 E. Pinner Street, Suffolk, Virginia, 23434, during regular business hours of 8:00 am to 5:00 pm Monday through Friday. Bidders are encouraged to attend the pre-bid conference/proposal walk-throughs to be held on **Tuesday, March 21, 2023**, beginning at 10:00 a.m. and commencing at approximately noon. **Pre-registration is required.** To register please send an email to ajackson@suffolkrha.org or call (757) 925- 6413. All participants will be required to wear a mask during the on-site pre bid conferences.

Bids will be received and accepted until Thursday, March 30, 2023, at 2:00 p.m. at the SRHA office of Community Development Department. Bids must be submitted in a Sealed Envelope and properly marked "Emergency Home Repair Bids". **No faxed, mailed, electronic, or late bids will be accepted.** No bid may be changed after the bid date, although any bid may be withdrawn and resubmitted before that date. Any bids received after the bid date and time specified, in the bid packet will be return unopened.

Any firm/owner/officer that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs may not undertake any activity in part or in full under this project.

All bids submitted having met the above-mentioned requirements will then be collected, opened and read publicly at the aforesaid time and place. SRHA, on behalf of the homeowner, specifically reserves the right to reject any and all bids received, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the owner and SRHA. All bids become the property of the homeowners and SRHA. All first time Bidders/Contractors must be approved prior to the award of a Bid. The Contractor Application must be completed by all Bidders and **all references** will be checked prior to award. Bid packages are available on our website at: <https://www.suffolkrha.org/procurement-bids-rfps>

Accommodations for individuals with handicaps/disabilities or limited English proficiency shall be assisted upon request by calling (757) 539-2100, TTY 1-800-897-5630.

For further information, please contact Anita Jackson at (757) 925-6413 or via email at ajackson@suffolkrha.org.

Each bid must be submitted on the supplied forms and the successful bidder shall be required to furnish an agreement to provide evidence of Commercial General Liability insurance coverage protecting the owner(s) in an amount as provided here.

Workers Compensation

As statutorily required by the Commonwealth of Virginia. Employers Liability, \$500,000.

Commercial General Liability Minimum Limits

General Liability: \$2,000,000

General Aggregate Limit \$2,000,000

Products & Completed Operations \$2,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence Limit \$ 1,000,000

Fire Damage Limit \$ 50,000

Medical Expense Limit \$5,000

Auto Liability Insurance Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits Automobile Liability:

\$1,000,000 Combined Single Limit

Should the Contractor lease his equipment, it shall be the Contractor's responsibility to obtain any necessary additional insurance, at Contractor's expense.

A certificate evidencing the above insurance coverage shall be provided by the Contractor to the SRHA prior to commencing work. The SRHA shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Contractor's responsibility to keep the required insurance coverages in full force, and without lapse, during the entire term of this agreement. Notices of cancellation or any changes to insurance shall be provided to the SRHA 10 days prior to the effective date of such change or cancellation.

All insurance shall be placed with insurers maintaining an A.M. best rating of no less than A.

The bidders are specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to both the owner, and the SRHA Community Development Department;
- b. Must be legally authorized to work in the United States;
- c. A list of all subcontractors shall be submitted to the SRHA for review and approval;
- d. All subcontractors must be in good standing and not be indebted to the SRHA or City of Suffolk, Virginia;
- e. A lien waiver will be required from all subcontractors before final payment will be issued.

4. METHOD OF BIDDING

The SRHA invites the following bids:

ADDRESS:
9302 Southwestern Blvd.

5. QUALIFICATIONS OF BIDDERS

The SRHA may make such investigations as deemed necessary to determine the ability of the bidder to perform the emergency home repair work and the bidder shall furnish to the SRHA all such information and dates for the purpose as the SRHA may request. The SRHA reserves the right to reject any bid if the evidence submitted by or investigation of, such bidder fails to satisfy the SRHA that such bidder is properly

qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

All contractors are required to have a completed Contractors Application on file with the Community Development Department prior to submitting a bid. Contact the Community Development Department for an application.

Contractors are required to be registered in sam.gov prior to being awarded a contract.

There are no fees to register in SAM.gov this is a free service. [SAM.gov](https://sam.gov) | [Entity Registrations](#)

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Proceed Order" from the Homeowner and to fully complete the reconstruction work within the time determined by the Community Development Department. Bidder must agree to also pay as a penalty, the sum of \$75.00 for each calendar day thereafter, as provided in the Contract.

7. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Contractor/bidder will acknowledge that he/she is familiar with conditions enabling him to estimate costs of work as called for. Quantities and dimensions as indicated on specification sheets are approximate. It is the Contractor's responsibility to verify all quantities and dimensions for the purpose of estimating. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor in carrying out his work must employ such methods or means as will not cause any interruption of, or interference with the work of any other Contractor.

8. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. Any addendum so issued shall become a part of the contract documents. Any addendum to specifications may also be distributed at the pre-bid conference.

9. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written in full.

10. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents (including all addenda and/or interpretations). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from obligation in respect of his bid.

11. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention and Construction", published by the "Associated General Contractors of America", the requirements of the Occupational Safety and Health Act of 1970, (Public Law 91-956) as amended, and the requirements of Title 29 of the Code of Federal regulations Subpart 1910 & 1926.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees), and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary to give first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctors care of persons (including employees who maybe injured on the job site). In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of the injured person(s) to a hospital or doctor's care.

12. LEAD SAFE HOUSING RULE REQUIREMENTS

Firms performing renovation, repair and painting projects that disturb lead based paint in homes built before 1978 must be EPA or state certified and must use certified renovators who follow specific work practices to prevent lead contamination. In order to become certified renovators, individuals must take training from an EPA accredited training provider.

13. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said 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.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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 in 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 75.

The contractor agrees to submit such reports as required to document compliance with 24 CFR Part 75. Noncompliance with the 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.

14. PROJECT SIGNAGE

Construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing federal funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the SRHA.

PROVISIONS OF THIS DOCUMENT

Failure to comply with all provisions of the Program Guidelines, Emergency Home Repair Guidelines and associated documents, and all applicable City Codes and Ordinances will constitute grounds for corrective action by the SRHA and may disqualify contractor's participation in the Emergency Home Repair program.

I have received a copy of this "Information for Bidders" packet and agree to its requirements.

Printed name

Phone Number

Address, City, State

Email Address

Contractors Signature

Date

#1

IDIS # 810

9302 Southwestern Blvd

**SUFFOLK REDEVELOPMENT and HOUSING AUTHORITY
CDBG PROGRAM
HOUSING REHABILITATION PROJECT**

WORK WRITE-UP / SPECIFICATIONS / PLANS

OWNER:

ADDRESS:

9302 Southwestern Blvd.
Suffolk, Virginia

Date: August 20, 2022

IDIS#: 810

Page: 1 of 3

PHONE NUMBER:

FUNDING SOURCE: CDBG Program

Contractor shall furnish and install the following items per attached plans, "Contractors Handbook and Master Specification Manual", Manufacturer's Instructions, applicable 2015 IRC (Virginia Construction CODE), zoning regulations and industry standards:

GENERAL CONDITIONS: (For information only)

- 1) Owner choice of all stock colors and fixtures.
- 2) Dwelling is currently occupied.
- 3) Electricity and water are available.
- 4) All site dimensions are based upon visual front from public way.
- 5) Contractor is responsible for all actual field measurements prior to bidding, ordering materials, cabinets or fixtures.
- 6) Any change in these specifications and resultant schedule shall be approved by the Owner, Contractor, Housing Consultant and SRHA prior to installation and credit.
- 7) All bid items are subject to final clarification and negotiation by SRHA. Contractor bid prices, deemed reasonable and in the best interest of SRHA, shall be the benchmark for all changes in the extent and type of work to be performed.
- 8) **Lead-based paint notice:**
This dwelling was constructed in 1988. Asbestos Assessment performed by Wetland Studies and Solutions on October 6, 2022. No Asbestos containing materials were found. Due to the age of the structure, no lead based paint inspection was conducted.
- 9) Contractor shall contact "Miss Utility" buried utility locating service at least 72 hours prior to scheduling excavation work on any project site. Contractor may proceed after receipt of clearance ticket.

9302 Southwestern Blvd.

Page: 2 of 3

01. **PERMITS:**

- \$ _____ a. Obtain and post all applicable building, plumbing, electrical and mechanical permits from City Building official at least five (5) days prior to contract start date. Permits shall be posted and made visible from the street. Obtain all interim and final Code inspections prior to concealment of installed work. Submit copies of inspection records to Housing Consultant as source documentation of request for payment.

02. **EXTERIOR: Approximately 520 SF**

- \$ _____ a. Rear porch roof
Replace approximately 40 SF of damaged OSB sheathing.
Remove existing roof covering and install 7/16" OSB to entire roof area.
Install 15-year warranty white-color TPO roof membrane to entire roof deck to include aluminum banding

- \$ _____ b. Rear porch screening:
Remove all screening and lattice strips. Install black fiberglass insect screening complete with PVC lattice strips.

- \$ _____ c. Rear Gutters:
Replace all gutters on entire rear using seamless 5" aluminum gutters complete with (4) 2X3" downspouts.

- \$ _____ d. Front Pressure-treated stoop and ramp:
Build over existing masonry stoop and steps and level platform made equal to door threshold. Rip-down 2X6 to 4-1/2" and set as porch perimeter bands and joists @ 16" on center on top on 4X8' stoop. Use "Teco" angle irons with tapcon screws to anchor 4 corners to stoop and Simpson ledger locks to secure ledger board to house.

Install 4X6X 59" beam with 4X6" vertical post to span over existing steps – Use approved fasteners. Build 74" long by 51" wide landing platform using 2X8" bands with 2X8" floor joists set 16" on center- use approved fasteners. Support this landing with 4X4" posts and use (4) 4" long timberlocs, per post/band connection – screw from inside of framing.

August 20, 2022

9302 Southwestern Blvd.

Page: 2 of 3

Build 1/12 slope 36" wide by 28 LF ramp with (1) 5' long mid landing over existing concrete sidewalk. Set 4X4" posts per plan locations. Each 14' long ramp section shall have (4) 2X10" stringers. Mid landing shall match upper landing framing.

Install 175 SF of 5/4X6" decking boards screwed to framing, Bevel trim first tread at walkway with maximum 1/4" bevel.

Railings: Remove existing porch railings.

Build 94 LF of 36" high railing complete with 44 LF of sanded 2X2" grip rail with clear lacquer-coated brackets @ 4' on center. Railing shall have 2X4" bottom and top rail with vertical 2X4: pickets – stainless-steel screwed to outside perimeter.

All post holes shall be excavated to 16" square by minimum 12" deep holes with 6" of 2500# concrete footings.

\$ _____ e. Main structure roof:

Replace approximately 80 SF of damaged shingles (match existing as close as possible) to include felt paper and proper installation.

03. Walk-in tub:

\$ _____ a In Master Bathroom, remove existing garden tub and related carpeted platform to expose subfloor.

- 1) Replace approximately 18 SF of subfloor – Use BDX plywood of existing thickness. Level subfloor.
- 2) Build 2X4" stud wall platform to match the removed platform except the height of platform shall be 4" above top of tub. NOTE: The platform shall surround the new tub – being approximately 52" long X 30" wide X 38" tall (Use Contractor- supplied tub as guide) Install 7/16" OSB over frame and cover with 1/2" finished MR drywall. Apply primer and 2 coats of epoxy paint to drywall.
- 3) Install "American Standard, Safe Step or approved equal" walk in tub with built-in set, out-swinging wide door, pull-out shower head and 3-5" threshold in strict accordance with Manufacturer Instructions and current plumbing code.

Timeline to complete project is 35 calendar days.

END. Work write-up.

BID ITEMIZATION SCHEDULE

Client:

Address: 9302 Southwestern Blvd,
Suffolk, Virginia 23432 Date of specifications: August 20, 2022

The following denotes my summary breakdown of bid prices for the above-mentioned project. These prices shall remain valid for 90 days after bid opening date.

<u>ITEM</u>	<u>BID PRICE</u>
01. <u>Permits:</u>	\$ _____
02. <u>Exterior</u>	
(a) rear porch roof	\$ _____
(b) rear porch screening	\$ _____
(c) rear gutters	\$ _____
(d) front ramp	\$ _____
(e) Main roof	\$ _____
03. <u>Walk-in tub</u>	\$ _____
TOTAL: ALL ABOVE ITEMS	\$ _____

Contractor has completed and attached the Work Write-up to this bid itemization schedule. Note: Due to the level of work required, some portions may be negotiated by SRHA for any budget restraints.

Submitted by: _____ (General Contractor Name)

Authorized by: _____ (SEAL)

Title: _____

Date: _____



CONFLICT OF INTEREST AFFIDAVIT

I have been provided a list of the employees, officers, board members and agents of the Suffolk Redevelopment and Housing Authority (SRHA) and the Mayor and City Council and state the following:

I am not related to any employee, officer, board member, or agent of the City of Suffolk.

No member of my immediate family (spouse, siblings, parents, children, step children or in-laws of the same degree) is related to any employee, officer, board member, or agent of the SRHA.

I am not a business partner of any employee, officer, board member, or agent of the SRHA.

Signed this__day of_____, 2023.

Signature

Signature

SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY SRHA BOARD OF COMMISSIONERS

Quinton D. Franklin – Chairman
Kenneth W. Campbell – Commissioner
Regina Hall – Commissioner
Michael McBride-Commissioner

Clementine Cone-Vice Chairman
Ben Fitzgerald, III – Commissioner
Deborah Hudson – Commissioner
Anthony J. Parker – Commissioner

SRHA ADMINISTRATIVE AND COMMUNITY DEVELOPMENT STAFF

Tracey C. Snipes - Executive Director/CEO
Sherryann Brown - Administrative Operations Director
Michell Layne – Housing Operations Director
Tammy Jackson – Community Development Operations Director
Keva Newsome – HCV Operations Director
Anita Jackson – Program Specialist
Vacant – Housing Counselor
Robert Coles – Facilities Manager
Vacant – Administrative Assistant

CITY OF SUFFOLK – CITY COUNCIL & MAYOR

Michael Duman, Mayor
Roger Fawcett – Council Member
Timothy Johnson – Council Member
Leroy Bennett– Council Member

Lue Ward – Vice Mayor
John Rector – Council Member
Shelly Butler Barlow – Council Member
LeOtis Williams – Council Member

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title